

# ENTERPRISE AGREEMENT

NO. EA 98/175  
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DATE REGISTERED 28-5-98  
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PRICE \$ 28-00  
.....

**REGISTER OF  
ENTERPRISE AGREEMENTS**



**ENTERPRISE AGREEMENT NO: EA98/175**

**TITLE: TNT Komatsu Forklifts Newcastle Branch Enterprise Bargaining Agreement 1997**

**I.R.C. NO: 98/2503**

**DATE APPROVED/COMMENCEMENT: 28 May 1998**

**TERM: 12 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 14**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all service and parts employees engaged in any of the occupations, industries or callings specified in the Metal and Engineering Industry (NSW) Interim Award and the Metal and Engineering Industry Remuneration (State) Award.

**PARTIES:** TNT Komatsu Forklifts Pty Ltd -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, The Australian Workers' Union, New South Wales

**TNT KOMATSU FORKLIFTS NEWCASTLE BRANCH  
ENTERPRISE BARGAINING AGREEMENT 1997**



**CLAUSE NO**

**Page No.**

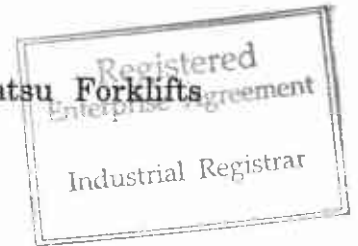
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**Part: B - Wages**

## 1. TITLE

This Agreement shall be referred to as the TNT Komatsu Forklifts Newcastle Branch Enterprise Bargaining Agreement 1997.



## 2. APPLICATION AND INCIDENCE OF AGREEMENT

2.1 This Agreement shall apply to the Newcastle operations of TNT Komatsu Forklifts, Lot 66, Ayrshire Crescent, Sandgate NSW.

It is intended that the terms of this agreement shall operate to all of the firm's Newcastle operatives whether they be at the Branch Workshops or at sites operated by the employee's clients.

2.2 The incidence of this Agreement shall be prescribed by the provisions of the Metal and Engineering Industry (NSW) Interim Award, and the Metal and Engineering Industry Remuneration (State) Award insofar as those provisions relate to the parties referred to in Clause 3 - Parties Bound by this Agreement and engaged in the business and electrical, mechanical repair and spare parts persons.

## 3. PARTIES BOUND

This Agreement shall be binding on:

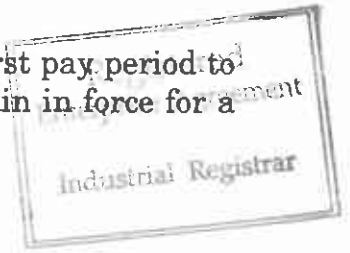
- (a) TNT Materials Handling trading as TNT Komatsu Forklifts in respect of its Newcastle Branch;
- (b) All service and parts employees engaged in any of the occupations, industries or callings specified in the Metal and Engineering Industry (NSW) Interim Award and the Metal and Engineering Industry Remuneration (State) Award;
- (c) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union;
- (d) The Australian Workers' Union (NSW).

## 4. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the beginning of the first pay period to commence on or after the date of approval and shall remain in force for a

#### 4. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the beginning of the first pay period to commence on or after the date of approval and shall remain in force for a period of twelve months.



#### 5. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Metal and Engineering Industry (NSW) Interim Award, and, the Metal and Engineering Industry Remuneration (State) Award as amended from time to time, except where there is any inconsistency with the awards this Agreement shall take precedence to the extent of the inconsistency.

#### 6. WAGE INCREASE

- 6.1 The wage increase prescribed by this Clause shall be applied to the Company base rate of pay which includes the employee's ordinary award rate plus over-award margin and tool allowance. The base rate of pay for each employee prior to the Agreement is recorded in a written form in the wages records of the Company which will be maintained in the Company's office.
- 6.2 A wage increase of 4% to the Company base rate shall be payable to each employee who works in accordance with this Agreement from the date on which the agreement is signed by the union parties' respective State Secretaries.
- 6.3 For the purposes of calculation, the Company base rate of pay shall be comprised of award rate, over-award margin, and tool allowance that applied as at 1 December 1997.
- 6.4 Trades Assistants and Parts Interpreters are paid the award wage classification C11, and 92.4% of the company margin in accordance with the award, but are not entitled to the tool allowance.
- 6.5 Trades Assistants may be utilised in field service positions involved in forklift servicing. Tradespersons have priority of employment.

- 6.6 Storepersons are paid the award wage classification C12 and 87.4% of the company margin in accordance with the award, but are not entitled to the tool allowance.
- 6.7 The Union shall not make or pursue any extra wage or other claims until the expiration of this Agreement.
- 6.8 Any State Wage Case or other award variations will be absorbed in the increases provided by this Agreement.



## 7. CODE OF CONDUCT

The Company will prepare and operate a "Code of Conduct" which will be observed by employees for matters of company policy and/or procedure.

## 8. GAINSHARE ARRANGEMENTS

- 8.1 The parties to this agreement have agreed to investigate a gainsharing arrangement based on the identification of variable costs which may be influenced by staff. These costs will then be nominated as the gainshare indicators.

The gainshare indicators are measured at the commencement of the gainshare period using the standard reporting arrangements in place. At the expiration of the gainshare period the costs will be recalculated using the same standard reporting arrangements. If there has been a reduction in those costs attributable to the gainshare initiatives then a payment may be made which shall continue whilst the costs remain at or under the target level.

- 8.2 If costs have been reduced by 4% according to the above formula a further 2% wage increase will be paid at the end of six (6) months from the date of signing by the unions.

## 9. NO DISADVANTAGE

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. STAGGERED START AND STOP TIMES

10.1 To allow Newcastle branch to better serve our clients and to eliminate the cost of internal after hours call outs received before 6PM Monday to Friday and carry out urgent repairs with a 6AM start. This will allow Newcastle branch to improve Hire utilisation. Units returned to the depot in late afternoon would be available for dispatch next morning, without overtime costs.

10.2 Volunteers would be called for in the first instance to fill early and/or late rosters, dependant on staff skills to fill the job. If no suitable volunteers then a roster system would be implemented for the early start and late finish times. Roster would normally be based on 1 weeks notice and minimum 1 weeks duration.

Early Start Roster:	6.00am - 2.30pm
Normal Start:	7.30am - 4.00pm
Late Start Roster:	9.30am - 6.00pm

## 11. PERSONAL PRESENTATION

11.1 Employees shall present themselves in clean uniforms and well groomed including neat hair, faces shaved, or in the case of beards etc neatly trimmed.

11.2 Any employee presenting himself in contravention of the above guidelines without reasonable excuse will not be permitted to commence work and will not be entitled to payment until he present himself appropriately. If the above action is taken by the Company it will constitute part of the formal counselling of the employee concerned.

## 12. PRESENTATION AND MAINTENANCE OF VEHICLES

12.1 All employees allocated service vans or utes will ensure that vehicle are kept in tidy and orderly condition and that proper oil and water levels are maintained.

**12.2** Employees will conduct all normal washing and cleaning of the vehicle so as it is presented in optimum condition at all times.

**12.3** All vehicles must be returned to the base during extended periods (in excess of three working days) of annual leave, sick leave or rostered days, or immediately in the event of an industrial dispute that stops work for members of that union.

### **13. TOOLS AND EQUIPMENT**

Employees are to care for all company tools and equipment during use and return items to the store or appropriate place immediately after use.



### **14. CLEANLINESS AND WASTE**

All employees must:

- (a) clean up or have cleaned up any off-cuts, waste product or spilt oil during or immediately after each operation;
- (b) maintain the amenities areas with due respect for other employees;
- (c) turn off all unnecessary power when not in use as well as oil, water, air and fuel.

### **15. PAPERWORK AND PARTS**

Employees shall ensure that proper work is completed and returned to the Branch in accordance with current custom and practice, and their terms and conditions of employment.



## 16. REPORTING

### Service Reporting

Our service staff are the "eyes and ears" of the Company and for this reason each week we ask that they complete a weekly service report. The report covers items such as:

- customer complaints;
- maintenance suggestions;
- sales and service leads;
- organisational problems.



## 17. SICK LEAVE

**17.1** Each employee is entitled to five days sick leave in their first year of employment and eight days thereafter which will continue to accrue. During the first five months of employment, no sick leave will be paid on application by the employee. During the first six months of employment, sick leave accrued and taken during the first five months will be paid subject to 20.2 and 20.3 of this Clause.

**17.2** All employees taking sick leave must, where possible, notify their immediate Supervisor or the Service Manager in least one hour (and preferably earlier) that they are unable to attend work prior to the normal commencement of duties on the day the sickness occurs.

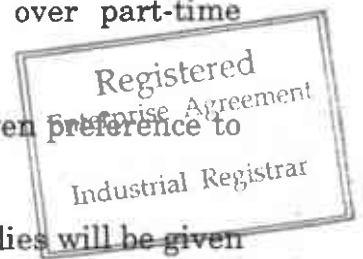
**17.3** A maximum of two only single days' absences will be paid for each year without a doctor's certificate. An appropriately prepared statutory declaration will be acceptable in lieu of a doctor's certificate for these two single days only.

## 18. ANNUAL LEAVE

**18.1** The Company shall operate an annual leave roster with the amount of available slots predetermined in accordance with the needs of the business.

18.2 Employees may advise the Company of their preferred time for taking leave, however, preference will operate as follows:

- (a) full-time employees shall have preference over part-time employees;
- (b) employees with children at school will be given preference to leave slots during school holidays;
- (c) employees who are undertaking external studies will be given consideration at exam time.



18.3 Leave loading of 25% of the ordinary time rate will be paid on all annual leave taken.

## 19. TRAINING

Employees will participate in up to 40 hours of Company specified training during the life of this agreement, outside of normal working hours, on Mondays to Fridays or at other times by mutual agreement between the employer and employees.

The intent of this provision is to provide for meaningful, relevant and mutually beneficial training to employees. Training will be conducted by qualified training personnel and shall be appropriate to the employee's skills and qualifications where possible training will be accredited portable and industry recognised.

Should an employee feel that the provision is being abused by the employer they will have recourse to the disputes resolution procedure in Clause 25.

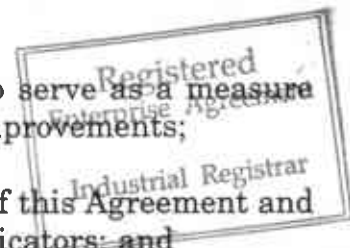
Each hour of training attended has been paid via the wage increase shown in Clause 6.2 above.

## 20. ELECTRONIC FUNDS TRANSFER

Electronic funds transfer is utilised for the payment of wages.

## **21. CONSULTATIVE COMMITTEE**

- 21.1** A workplace Consultative Committee comprising of site management and site employees shall be established.
- 21.2** The Committee shall consist of the Site Manager and two employees, to be nominated by the majority of employees on the site, which shall meet regularly at dates to be agreed.
- 21.3** The Committee shall:
- (a) formulate key performance indicators to serve as a measure for productivity and customer service improvements;
  - (b) monitor the successful implementation of this Agreement and the achievement of key performance indicators; and
  - (c) consider matters likely to have an impact on the performance and/or structure of the business and agree on changes necessary in response to these matters.
- 21.4** The Company will provide the Committee with such information as is necessary to ensure its effective operation.
- 21.5** In the event that the Committee is unable to reach agreement on the implementation of any matter proposed by the Company, the matter shall be resolved in accordance with the dispute settlement procedures in Clause 28.



## **22. AGREEMENT TO BE DISPLAYED**

The Company shall ensure that copies of this Agreement are displayed at all times in a prominent place on site.

## **23. NEW EMPLOYEES TO BE INFORMED OF TERMS OF AGREEMENT**

The Company shall not offer employment to applicants for employment without first advising the applicant of the existence of this Agreement and providing access to a copy for perusal.

## 24. PROCEDURES RELATING TO GRIEVANCES OF INDIVIDUAL EMPLOYEES

The following procedure will apply when an individual employee has a grievance:

- (a) the employee shall notify his/her immediate supervisor as to the substance of the grievance, request a meeting with the supervisor and indicate the remedy being sought;
- (b) if the grievance remains unresolved following the requested meeting, it shall be the subject of further discussions between the employee and the Company on a graduated basis with a view to resolution at higher levels of authority. The steps outlined in Clause 28 may be followed where appropriate;
- (c) reasonable time limits must be allowed for discussion at each level of authority;
- (d) at the conclusion of the discussion, the Company shall 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, work shall continue as normal; and
- (f) the employees may be represented by the Union representative on site at the initial discussion.

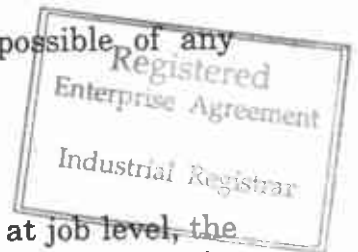


## 25. PROCEDURES RELATING TO DISPUTES BETWEEN THE COMPANY AND EMPLOYEES

### 25.1 Commitment of Procedure

The parties shall take all necessary steps to ensure that delegates, officer, officials, employees/Union members and Company executives and staff follow the procedure set out below. The intention is that any dispute shall be promptly resolved by discussions 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.



## 25.2 The Procedure

- (a) In the event of a dispute or difficulty arising at job level, the employee(s) concerned and/or the Union delegate and the relevant supervisor and/or other management will immediately confer and attempt to resolve the matter without delay.
- (b) If no agreement is reached, a Union organiser will discuss the matter in dispute within 48 hours with the relevant Manager (or nominee).
- (c) Following the above procedures, the State management of TNT Komatsu Forklift TNT Australia in the business (or nominee) and the State Secretary of the Union (or nominee) will confer within 24 hours about the dispute. The purpose of these discussions will be to attempt to resolve the matter as early as possible.
- (d) Following the procedures described in paragraph (c) a National Manager of TNT Komatsu Forklifts in the business (or nominee) and the State Secretary of the union (or nominee) will confer within 24 hours about the dispute. The purpose of these discussions will be to attempt to resolve the matter as early as possible.
- (e) The parties agree to ensure that the status quo is maintained during the procedure referred to in this Clause without limiting the Company's right to reasonably exercise its managerial prerogative.

## 25.3 Right to Refer to the Commission

- (a) Following the exhaustion of all the procedures outlined above, TNT Komatsu Forklifts or the Union may refer the matter either by agreement or individually to the Commission.
- (b) The above steps shall not preclude reference of a dispute to the Commission at any stage of this procedure if TNT Komatsu

Forklifts or the Union believes it necessary.



#### **25.4 Continuity of Work**

Pending the completion of the procedure set out in this Clause, work shall continue as required without interruption and the parties agree to use their best endeavours to ensure that continuation.

#### **25.5 Preservation of Rights**

The ultimate terms of settlement of the dispute shall not be affected 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.

#### **25.6 Procedure and Obligations**

The procedure and obligations contained in this Agreement shall be equally binding on TNT Komatsu Forklifts, the Union and employees. The decision of the Commission shall be accepted and adhered to by TNT Komatsu Forklifts, the Union and employees subject to appeal and other rights under the Industrial Relations Act.

### **26. DURESS**

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

**PART: B**

**TNT KOMATSU FORKLIFTS - WAGE RATES SCHEDULE**

Surname	Initial	Award Rate \$/week	Leading Hand Allowance \$/week	First Aid Allowance \$/week	Gross Wage \$/week
Hollier	P	451.20	28.80		596.40
McGilvray	B	451.20			591.56
McIntyre	S	451.20		8.80	626.06
Morgan	G	451.20			582.16
Papadimitrios	C	451.20			578.16
Pooley	P	451.20			579.66
Purcival	R	451.20		8.40	603.16
Rech	R	451.20			594.36
Ross	P	51.20	28.80	8.40	613.76
Ryan	M	451.20	28.80		614.16
Murray	P	451.20			579.96
de Courcy	K	451.20			579.56
Beal	C	451.20			552.10
Pepper	R	451.20			581.26
Barnes	C	451.20			578.36
West	T	451.20			581.96
Bernardino	S	451.20		8.40	587.56
Mudge	S	451.20			581.96
Brown	L	397.06			471.83

\* The total gross wage in the wage rates schedule listed above includes the award wage, tool allowance, leading hand allowance and overaward payments.

Automotive, Food, Metals, Engineering, Printing  
and Kindred Industries Union



[Signature]  
(signature)  
DATED THIS 17 DAY OF DECEMBER 1997

The Australian Workers' Union

Blochman  
(signature)

DATED THIS 22nd DAY OF December 1997

*Signed for and on behalf of:*

TNT Komatsu Forklifts (Newcastle)  
Mr R Woods - TNT Executive General Manager

[Signature]  
(signature)

*In the presence of:*

TNT Komatsu Newcastle  
Mr G O'Hara - Branch Manager

[Signature]  
(signature)

DATED THIS 27<sup>th</sup> DAY OF FEBRUARY 1997