

ENTERPRISE AGREEMENT

NO: E.A. 257 /1994

DATE REGISTERED: 29-7-94

PRICE: \$ 14-00

1.

## TITLE

This agreement shall be known as the North Sydney Brick & Tile Company Limited Transport Workers Agreement.

2.

## ARRANGEMENT

<u>Clause</u>	<u>Subject</u>
1	Title
2	Arrangement
3	Objects of Parties
4	Area, Incidence and Parties Bound
5	Date and Period of Operation
6	Relationship to Parent Award
7	Wages
8	Total Quality Management
9	Maintenance of Trucks
10	Company Promotion
11	Licensing
12	Demarcation
13	Avoidance of Disputes Procedure
14	Declaration
15	Starting Time

3.

## OBJECTS OF PARTIES

It is the objective of the parties to this Agreement to implement workplace practices so as to provide for working arrangements which improve the productivity of the transport section, enhance job satisfaction and assist positively towards ensuring that North Sydney Brick & Tile Company Limited becomes a more efficient enterprise.

4.

## AREA, INCIDENCE AND PARTIES BOUND

This agreement shall be binding upon North Sydney Brick & Tile Company Limited operating at and from Old Windsor Road, Baulkham Hills, and the Transport Workers Union of Australia, New South Wales Branch, in respect of all employees employed by the company in the classification of transport worker.



Handwritten signature and initials, possibly 'CWF'.

5. DATE AND PERIOD OF OPERATION

This agreement shall take effect from the beginning of the first pay period commencing on or after the date of this agreement's registration under the provisions of the Industrial Relations Act 1991 and shall remain in force for a period of one year.

6. RELATIONSHIP TO PARENT AWARD

The terms of the Transport Industry Mixed Enterprises (State) Award shall continue to apply to the parties other than to the extent of any inconsistency with the terms of this agreement. In the event of inconsistency the terms of this agreement shall prevail.

7. WAGES

The weekly wage rates for ordinary hours worked and definitions shall be as per Schedule 1 attached.

Transport Worker Grade 5  
Transport Worker Grade 7


(included in this rate is the first payment of 2.5%).

Wage increases will be applied at the rate of 2.5% from the date of registration by the Registrar and a further 2% six months later.

Other than where the Full Bench of the Industrial Relations Commission of New South Wales granted an across-the-board increase to all employees in a State Wage Case Decision, the employees shall not be entitled to and the union and employees agree not to seek any further claims for increased wages or conditions during the lifetime of the agreement.

8. TOTAL QUALITY MANAGEMENT

All drivers agree to participate in the company Total Quality Management Scheme. This scheme will provide the best quality product, customer service and productivity achievable by the company. The company acknowledges that where any productivity improvements are achieved through this process, this shall be recognised in future Enterprise Agreement negotiations.

WTF 

9.

## MAINTENANCE OF TRUCKS

All drivers agree that they will carry out minor maintenance on their trucks.

10.

## COMPANY PROMOTION

If the company supplies uniforms displaying the NORBRIK symbol drivers will wear those uniforms and it will be the responsibility of the drivers to maintain those uniforms in a clean condition.

All drivers will carry and place company signs at delivery sites.

11.

## LICENSING

All drivers will undertake upgrading to a 5B licence at the expense of the company and continue work to obtain a licence for use of a truck crane.

12.

## DEMARCATIION

All matters pertaining to demarcation will be discussed and agreed to by the parties to the agreement before implementation. Should the matter not be resolved through this method then it shall be dealt with in accordance with Clause 13, Disputes Procedure.

As part of this demarcation agreement when drivers' trucks are off the road and an alternate truck is not available drivers may be asked to carry out any of the following work -

1. Drive the dump truck in the pit.
2. Drive the watercart.
3. Drive the Diahatsu Tabletop or the Diahatsu Tipper making small quantity deliveries which will be unloaded by hand.
4. Drive forklift trucks to assist in loading of delivery trucks as required. Tyne fork only.

13.

## AVOIDANCE OF DISPUTES PROCEDURE

The purpose of this clause is to allow all parties access to a system to discuss and resolve all matters of grievance and dispute.

All parties agree to undertake all necessary steps to ensure that all issues receive prompt attention and are resolved by conciliation, preferably by the internal settlement of issues.

During the dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain. Work will proceed as normal, unless the issue is one concerning the health or safety of the drivers.

The agreed procedure is detailed hereunder:

### Stage 1

The driver and/or the delegate will contact the supervisor and attempt to settle the matter at that level.

### Stage 2

If it is not settled at Stage 1 the driver and/or delegate will hold discussions with the General Manager.

### Stage 3

If the matter is not settled at Stage 2 it shall be referred to the union and employer organisation.

### Stage 4


If Stage 3 is unsuccessful it is agreed that the matter be referred to the Industrial Relations Commission of New South Wales for conciliation or arbitration.

Every effort should be made to complete stages 1, 2 and 3 within 5 working days.

14.

## DECLARATION

The parties declare that this Agreement -

- (a) is not contrary to public interest;
  - (b) is not unfair, harsh or unconscionable;
  - (c) was at no stage entered into under duress;
  - (d) reflects the interests and desires of the parties.
- 

15.

## STARTING TIME

The normal starting time for all drivers will be 6.00 a.m.



SIGNATORIES

For and on behalf of

NORTH SYDNEY BRICK AND  
TILE COMPANY LIMITED

before

Date



*[Signature]*  
DIRECTOR.

*[Signature]*  
DIRECTOR

*[Signature]*  
SECRETARY

3RD MAY 1994

For and on behalf of

TRANSPORT WORKERS UNION  
OF AUSTRALIA - NEW SOUTH  
WALES BRANCH

before

Date



*[Signature]*

SECRETARY/TREASURER.

*[Signature]* J.P.

JUSTICE OF THE PEACE.

24 May 1994.

# SCHEDULE 1

## WAGE RATES AND DEFINITIONS

### (1) Wage Rates

Transport Workers Grade 5	\$471.22
Transport Workers Grade 7	\$492.25

This rate includes payment for use of HIAB crane.

### (2) Definitions

Transport Worker Grade 5: employees appointed to this grade can be required to perform any of the following functions for which they have been trained; driver of four-axle rigid vehicles; driver of articulated vehicles with a total of three axles; driver of rigid vehicle-trailer combinations with a total of three axles; driver of forklifts with a capacity of over 15 tonnes and up to 30 tonnes.

Transport Worker Grade 7: employees appointed to this grade can be required to perform any of the following functions for which they have been trained: driver of articulated vehicles with a total of five axles or six axles; driver of rigid vehicle-trailer combinations with a total of five axles or six axles or seven axles; driver of forklifts with a capacity of over 60 tonnes.