

ENTERPRISE AGREEMENT

NO: E.A. 100 /1995

DATE REGISTERED: 17-3-95

PRICE: \$ 22-00

TRANS-BRICK PTY LTD - QUEANBEYAN BRANCH DRIVERS ENTERPRISE
AGREEMENT

1. Agreement

This agreement shall be known as the Trans-Brick Pty Ltd -
Queanbeyan Branch Drivers Enterprise Agreement 1994.

2. Arrangement

1. Agreement
2. Arrangement
3. Parties Bound
4. Relationship to parent award
5. Period of operation
6. General obligations of the parties and employees
7. Counselling
8. Dispute settlement procedure
9. Hours of work
10. Training
11. Wages/rates of pay
12. Job Specification
13. Rostered days off
14. Clothing
15. Union fees
16. Insurance

3. Parties Bound

This agreement shall apply to and be binding on:

- (a) Trans-Brick Pty Ltd in respect of the Queanbeyan
Branch at 31 Silva Avenue, Queanbeyan; and
- (b) its employees who are members of, or are eligible to
be members of the Transport Workers Union.

4. Relationship to parent award

This agreement is to be read in conjunction with the New South Wales Transport Workers (State) Award and variations to that award. In the event of any inconsistency between this agreement and the Transport Industry (Intrim) and Transport Industry Wages (State) Award this agreement will prevail.

5. Period of operation

This agreement shall operate for a period of 12 months from the date of registration,

6. General obligations of the parties and employees

This Agreement is a Partnership between Trans-Brick Pty Ltd and Trans-Brick Pty Ltd employees of Queanbeyan Branch to ensure the continuing growth of the company while achieving a satisfactory return to shareholders with resultant benefits to employees. The continued and prosperous future of the company depends on maintaining excellent relationships with our customers, the satisfying of their needs by **GETTING EACH TASK RIGHT FIRST TIME** and maintaining a competitive advantage as the result of this process.

This will be achieved by developing a working relationship where flexibility will be critical to ensure the company can meet the changing requirements of the market place and our own customers.

(a) Service to the customer

Trans-Brick employees will provide Trans-Brick customers with:

- ° service of the highest possible standard;
- ° a professional and responsible attitude and conduct;



- ° highest quality of work and safe working practices; and
- ° well presented and clean equipment.

Trans-Brick will provide the customers with:

- ° modern management techniques;
- ° an ethical, responsible and reliable service;
- ° innovation to enhance performance; and
- ° the equipment to perform the task required with due regard to safety and the environment.

The employees and the company will jointly develop by teamwork, a commitment to the customer to provide an environmentally safe and high quality service that is regarded as always being the best service available. This commitment shall be enhanced by our:

- ° involvement with the introduction and implementation of "Quality Assurance" principles; and
- ° working within guidelines to ensure "Best Practice" that will be an industry benchmark for our service.

(b) Company Commitment

The company will provide the employees with:

- ° appropriate training as identified from time to time to assist the employee to provide the level of service required from customers;

- ° appropriate training to ensure employees have confidence to perform the tasks set in a manner that ensures the safety of the employee, the safety of the equipment provided, the safety of the customers employees and the general public within the work environment;
- ° appropriate training and consultation, to provide job satisfaction and opportunities for job enhancement within the company; and
- ° appropriate issue of approved company clothing commensurate with work requirements.

(c) **Employee commitment**

Each employee will provide the company with:

- ° professional conduct at all times that ensures the goals and aims of the company to service the customer are achieved;
- ° a commitment and loyalty to the company to provide a quality service to the customer which will in turn maximise employment opportunities to current and future employees;
- ° adherence to company Occupational Health and Safety policies and principles including working in a safe manner;
- ° highest regard to the environment and the maintenance of a clean and safe environment at all times;
- ° complete participation with the principles and disciplines of "Quality Assurance"; and
- ° a neat and tidy appearance in company issued clothing.

7. Counselling

On any occasion upon which an employee is required to be counselled, the form set out in Attachment A shall be used to keep a record of the counselling session.

8. Dispute Settlement Procedure

Any employee who has a grievance or dispute shall deal with it as follows:

(a) (i) In the first instance, the aggrieved Employee shall discuss, and attempt to resolve the matter with the applicable Supervisor.

(ii) If not resolved, the Supervisor and the Employee shall bring the matter to the attention of the Branch Manager. If required, the Employee may be accompanied by the Union Delegate.

(iii) If the issue is not resolved, the Branch Manager will refer the matter to Senior Management and, if required, the matter may be referred to the Union.

(iv) If the matter is not settled it shall be referred by either the employer concerned or the Branch Secretary concerned (or Nominee) to a State Disputes Committee for settlement.

(v) If the matter is not settled by the State Disputes Committee, either party may refer it to a Federal Disputes Committee for settlement. This provision need not apply when only one Company is involved, unless either that Company or the Union, requests otherwise.

(vi) If not resolved, either party may refer the matter to a member of the Industrial



Relations Commission or the State Industrial Court as the case may be. The decision handed down by the relevant body shall, subject to any appeal, be final and shall be accepted by the parties.

- (b) Until the matter is determined and except in the case of a bona fide safety issue, work shall continue normally where it is agreed that there is an existing custom but, in other cases, the work shall continue as instructed by the Employer.
- (c) A party shall not be prejudiced as to final settlement by the continuation of work in accordance with this clause.

9. Hours of work

The ordinary hours of work shall not exceed 8 hours per day and shall be worked continuously (except for meal breaks) on any day Monday to Friday between the hours of 5.00am and 4.30pm with a flexible start time within the window of 5.00am and 8.00am.

The normal start time is 7.00am and shall only be altered:

- (i) by the giving of notice by the employer to the employee no later than the finish of work on the previous working day.
- (ii) at the request of the employee no later than the finish of work on the previous working day and the agreement of the employer to commence work earlier than the normal start time, provided that the requested start time, whether within the window or not, is treated as normal start time regarding penalty rates, meal breaks and meal money.

10. Training

The company in consultation with the employees will provide training courses to enhance job opportunities.

11. Wages/rates of pay

The company will pay an increase in the wage rates current at 30 November 1993 of 6% or \$25, whichever is the greater, less the \$8 safety net adjustment granted by the Full Bench of the Australian Industrial Relations Commission in December 1993, from the next full pay period after the enterprise agreement is certified.

Employees shall be entitled to the rates of pay set out in the attachment B.

12. Job Specification

All employees are to exercise flexibility in operating all facets of the company's Queanbeyan operation which includes packed brick unloading and dry bulk materials loading and tipping equipment.

The Brick Truck Drivers are to take an active part in alleviating down time in the brick plant yard when being loaded, and to notify Queanbeyan base when delays occur.

Trucks are to be washed by employees at least once per week, or when required, and keep the interior of cabins clean and tidy at all times.

Paperwork as supplied by the company, with any other associated documentation, which is required to record the vehicles, for product identification, movement, receipt/disposal, and other relevant information, is to be completed by the driver in an accurate, legible and secure manner and deposited at the company's transport office by the finish of work each day.

13. **Rostered days off**

The accrual of RDO's by clay truck drivers is to be taken on days when it is too wet to cart.

The brick truck drivers' RDO's are to be taken according to the roster.

14. **Clothing**

The annual issue of clothing by the company will include 3 long sleeve shirts, 3 long trousers, one jumper. The initial issue will also include an additional two long sleeved shirts. One jacket and one pair of safety boots will be issued as required on return for the unserviceable items.

The applicable company clothing will be worn at all times whilst on duty.

15. **Union fees**

Subject to written authority from each employee, the company will deduct from the employee's weekly wages, contributions for the payment of union dues which the company will pay the union annually.

16. **Insurance**

The company will arrange an insurance policy to cover any shortfall below \$20,000 in the superannuation funds' death and total disability benefits whilst the member is an employee of the company.

SIGNED on behalf of
TRANS-BRICK PTY LTD
- QUEANBEYAN BRANCH

)
)
)

..... *D. Mock*
Name

..... *John Woods*
Signature

..... *JOHN WOODS DELEGATE*
Witness

..... *25 NOVEMBER 1994*
Date

SIGNED on behalf of
THE TRANSPORT WORKERS UNION
NEW SOUTH WALES

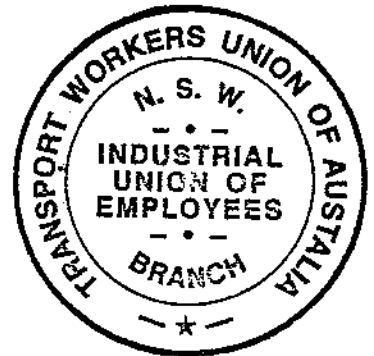
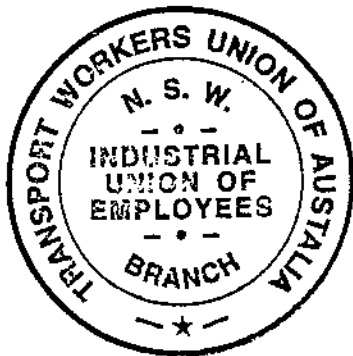
)
)

..... *Steve Hutchins*
Name

..... *R. E. Galvin J.P.*
Signature

..... *Rosemary Elaine Galvin*
Witness

..... *22 November 1994*
Date



ATTACHMENT B

All employees of Trans-Brick Pty Ltd, Queanbeyan Branch, New South Wales, whether members or not of the Union, engaged in any classification specified in the New South Wales Transport Workers (State) Award.

GRADE	AWARD RATE	CRANE	BASE	EBA	NEW WEEKLY RATE
1	388.40	-	388.40	17.00	405.40
2	402.00	-	402.00	17.00	419.00
3	411.40	-	411.40	17.00	428.40
4	419.60	19.80	439.40	18.36	457.76
5	440.70	19.80	460.50	19.63	480.13
6	446.00	19.80	465.80	19.95	485.75
7	462.10	19.80	481.90	20.91	502.81
8	494.90	19.80	514.70	22.88	537.58