

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/249

TITLE: Norwest Limited Production Workers Agreement 1999

I.R.C. NO: 99/4757

DATE APPROVED/COMMENCEMENT: 20 September 1999 and commenced 31 August
1999

TERM: 24 Months

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA 99/192

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to machine operation employees of Norwest Ltd operating at or from
Old Winsor Road, Baulkham Hills

PARTIES: Norwest Limited -&- The Federated Brick, Tile and Pottery Industrial Union of
Australia, New South Wales Branch

1.

TITLE

This agreement shall be known as the Norwest Limited Production Workers Agreement 1999.

2.

ARRANGEMENT

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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 company, enhance job satisfaction and assist positively towards ensuring that Norwest Limited becomes a more efficient enterprise.

The parties agree that the objectives of this agreement are to facilitate -

- (a) workplace productivity;
- (b) the development and maintenance of the most productive and harmonious working relationship obtainable;
- (c) teamwork and the avoidance of demarcation.

4.

AREA, INCIDENCE AND PARTIES BOUND

This agreement shall be binding upon Norwest Limited operating at and from Old Windsor Road, Baulkham Hills and the Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch, in respect of all machine operation employees.

5.

DATE AND PERIOD OF OPERATION

This agreement shall take effect from the beginning of the first pay period commencing on or after 31 August 1999 and shall remain in force for a period of two years.

6.

RELATIONSHIP TO PARENT AWARD

The terms of the Brickmakers and Assistants (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 Appendix A attached.

Wages shall be increased at the rate of 5% from the first pay period to commence on or after 31 August 1999 with a further increase of 5% from 31 August 2000.

Other than where the Full Bench of the Industrial Relations Commission of New South Wales has 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 increases to wages or conditions during the lifetime of the agreement.

8.

CONTINUATION OF WORK

- (a) To enable the maintenance of production for the full shift, starting times for meal breaks will be staggered. Operators will continue to run the machine until relieved.
- (b) Production will continue during changes of shift and operators will continue to run machines until relieved.

9.

STARTING TIME

The starting time for an individual employee or group of employees in a particular section may be staggered so as to best service customer requirements and allow for the most efficient utilisation of the plant. The alteration to such starting time will be by agreement with the individual employee or group of employees.

If, by agreement, the starting time for an individual employee or group of employees is altered the employee or employees will be advised of the circumstances which warrant the change so they will be fully informed as to the company's need.

10.

FINANCIAL MEMBERS DAY

Where it is agreed between the employees and the company Financial Members Day as prescribed in the Brickmakers and Assistants (State) Award may be added to an employee's period of annual leave or taken on a day mutually acceptable to both parties.

11.

SUPERVISORS

To allow the company to service customers and for the most efficient running of the plant during periods of peak demand or during an emergency the employees party to this agreement agree that supervisors be permitted to operate machinery.

12.

TRAINING

All employees agree to undertake training which will enable them to work competently in all areas of the plant.

In general terms these areas will include:

Clay Preparation
Brickmaking
Kilns and Dryers
Packaging/Distribution.



13.

QUALITY ASSURANCE

The employees have agreed to the implementation of a Quality Assurance scheme which will provide the best quality product, customer service and productivity achievable by the company.

Under this scheme the employees are required to be involved in the decision-making process with regard to the quality of product in their particular work area. Employees will also document all information regarding product quality and machine productivity. To assist with the implementation of this scheme and achieve better flexibility of the workforce the following is agreed by the parties:

- (a) Development and maintenance of the most productive and harmonious working relationship possible.
- (b) Flexibility of jobs and duties within and between the work areas, subject only to limitations imposed by individual skill levels.
- (c) Constantly seeking improvements in safety, quality, efficiency, housekeeping and work environment.
- (d) Take all steps necessary to avoid any action which disrupts continuity of operation by resolving problems effectively and speedily through full and open communication and reference to the disputes procedure set out in this document.
- (e) Establish and maintain open and direct communication with all employees on matters of mutual interest and concern.

14.

PUBLIC HOLIDAYS AND FINANCIAL MEMBERS DAY

A commitment is given that if required the plant will work a minimum 7.6 hour shift on any designated Public Holiday or Financial Members Day. The crews to work such shifts shall be filled in the following order -

1. Volunteers, provided they are suitable trained.
2. Suitably trained personnel drawn from the next shift due to work overtime.

The company will endeavour to give four weeks notice of the need to work such overtime. The Christmas and New Year holidays are included in this commitment.

15.

BREAK AFTER OVERTIME

An employee who works as much overtime between the termination of his ordinary work on one day and the time for commencement of his ordinary shift on the next day that he would not have had at least eight consecutive hours of duty shall be released after completion of such overtime without loss of pay for ordinary working time occurring during such absence until the employee has had eight consecutive hours off duty.

If, on the instructions of his employer, the employee continues or resumes work without having had such eight consecutive hours off duty, he shall be paid at the rate of double time until he is released from duty and he shall be entitled to be absent without loss of pay for ordinary working time occurring during such absence until he has had eight consecutive hours off duty.

16.

RECALL TO WORK

An employee recalled to work overtime after leaving his employer's premises (whether notified before or after leaving the premises) shall be paid for a minimum of one hour's work at the appropriate rate for each time he is recalled, provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work for the full hour if the job he was recalled to perform is completed within a shorter period. The clause shall not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific task outside his ordinary working hours, or where overtime is continuous, subject to a reasonable meal break with the completion or commencement of ordinary time.

17.

SHIFT ALLOWANCES

A shift worker working afternoon shift or rotating afternoon/night shift shall be paid an allowance of 15% of the ordinary

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time rate of pay as set out in Appendix 'A'. The allowance will be phased in over the life of the agreement in the following way :

- 9% upon signing of the agreement.
- 3% six months after that date
- 3% at the conclusion of the 12 month period.

18. DEMARCATION

The basic principle of this agreement is to ensure a flexible and productive enterprise focussed on continual improvement. For this reason and providing for the health and safety of all employees on the site, it is agreed that the employees shall in no way observe, impose or enforce any demarcation between themselves and any other personnel on site.

For this agreement to operate it is intended every employee shall be willing to perform any task for which they have skills and appropriate training. This agreement will ensure that all employees will work as a cohesive, co-operative team to achieve the most efficient and flexible operation possible.

19. RECLASSIFICATION OF EMPLOYEES

As part of this agreement the parties will undertake a skills audit of production employees. Following the skills audit production employees will be placed into their proper classifications as set out in the Brickmakers and Assistants (State) Award.

20. DISPUTES AND GRIEVANCE PROCEDURE

Disputes Procedure:

The following procedure will be observed for a dispute between the company and the employees:

- (a) A question, dispute or difficulty must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (b) Reasonable time levels must be allowed for discussion at each level of authority.
- (c) Whilst the above procedures are being followed, normal work must continue.
- (d) The employer and employees may be represented by their appropriate industrial organisation during each phase of the procedures.

Grievance Procedure:

The following procedure will be observed in relation to a grievance of an individual employee:

- (a) The employee is required to notify in writing the substance of the grievance, and request a meeting with the employer to discuss the matter.
- (b) The grievance must be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (c) At the conclusion of these discussions the employer shall provide a response to the employee's grievance.
- (d) Whilst these procedures are being followed, normal work must continue.
- (e) During any stage of these discussions the parties may be represented by the appropriate industrial organisation.

21. DECLARATION

The parties declare that this agreement:

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



SIGNED BY THE PARTIES TO THE AGREEMENT

Signed for
Norwest Limited



Signature

A. G. PADDEN.
Please print name

2-9-1999.
Date

Signed for the
**Federated Brick, Tile and Pottery
Industrial Union of Australia,
New South Wales Branch.**



Signature

T. MELKSHAM
Please print name

6.9.99
Date



APPENDIX A

Classifications and Wage Rates

The following are the rates of pay to apply during the life of the agreement.

	AWARD RATE	CURRENT RATE	CURRENT RATE FROM 31/8/99 INCLUDING 5%	RATE TO APPLY FROM 31/8/2000 INCLUDING 5%
	\$	\$	\$	\$
DIVISION A	419.60	444.65	466.88	490.22
DIVISION B	436.50	465.10	488.36	512.77
DIVISION C	449.50	478.10	502.00	527.10

The rates contain over-award payments which have been increased by 5%.

