

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA01/314

**TITLE:** Norwest Limited Production Workers Agreement 2001

**I.R.C. NO:** 2001/6374

**DATE APPROVED/COMMENCEMENT:** 11 October 2001/1 September 2001

**TERM:** \_\_\_\_\_ 12 months

**NEW AGREEMENT OR  
VARIATION:** New. Replaces EA99/249

**GAZETTAL REFERENCE:** 16 November 2001

**DATE TERMINATED:**

**NUMBER OF PAGES:** 8

**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 2001

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, trading as Norbrik, operating at and from Old Windsor Road, Bella Vista 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 1 September 2001 and shall remain in force for a period of one year.

6.

**RELATIONSHIP TO PARENT AWARD**

The terms of the Brick and Paver Industry (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.



1.

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 6% from 10 September 2001.

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 Brick and Paver Industry (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.

2.

Registered  
Enterprise Agreement  
Industrial Registrar

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 time rate of pay as set out in Appendix A.



18.

#### DEMARCATIION

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 Brick Paver Industry (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.

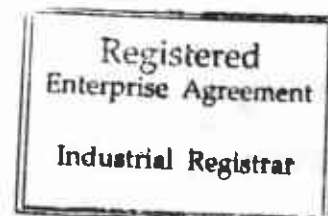
21.

#### 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.

4.



**REDUNDANCY**

In the event of an employee being made redundant the employee will be paid severance payments at the rate of 2.5 weeks per year of service over 7 years and in accordance the following scale for service up to 7 years. There will be no cap on payments made under this clause.

	UNDER 45 YEARS OF AGE	OVER 45 YEARS OF AGE
Less than 1 year	Nil	Nil
1 year less than 2 years	5.5	6.5
2 years less than 3 years	10	11.75
3 years less than 4 years	14.5	17
4 years less than 5 years	18	21
5 years less than 6 years	21.5	25
6 years less than 7 years	25	29
7 years less than 8 years	27.5	31.5
8 years less than 9 years	30	34
9 years less than 10 years	32.5	36.5
10 years less than 11 years	35	39
11 years less than 12 years	37.5	41.5
12 years less than 13 years	40	44
13 years less than 14 years	42.5	46.5
14 years less than 15 years	45	49
15 years less than 16 years	47.5	51.5
16 years less than 17 years	50	54
17 years less than 18 years	52.5	56.5
18 years less than 19 years	55	59
19 years less than 20 years	57.5	61.5
20 years less than 21 years	60	64
21 years less than 22 years	62.5	66.5
22 years less than 23 years	65	69
23 years less than 24 years	67.5	71.5
24 years less than 25 years	70	74
25 years less than 26 years	72.5	76.5
26 years less than 27 years	75	79
27 years less than 28 years	77.5	81.5
28 years less than 29 years	80	84
29 years less than 30 years	82.5	86.5
30 years less than 31 years	85	89

Untaken sick leave will be paid to employees at the age of 65 on retirement, when an employee is made redundant or upon the death of an employee in which case monies will be paid to the employee's nominated beneficiary.

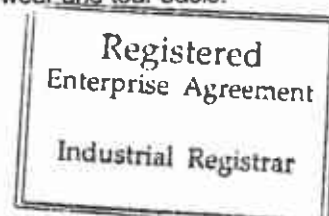
For the purposes of this clause weeks pay is defined as:

The amount of money usually earned by an employee during the employee's ordinary hours of work or shift, and includes Leading Hand Allowance, Shift Allowance and Penalty Rates.

**CLOTHING**

The company will supply 5 articles of clothing per year (Jan-Dec) with. Employees may choose from shirts, shorts, trousers and windcheaters.

Nylon Bomber Jackets have been issued and will be replaced on a wear and tear basis.



**ANTI-DISCRIMINATION**

It is the intention of the parties bound by this agreement to respect and value the diversity of the workforce and to achieve the object in Section 3 (f) of the Industrial Relations Act, 1996 (NSW) to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

It is recognised that it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of discrimination or harassment.

Accordingly, in fulfilling their obligations under the dispute resolution procedure, the parties must take all reasonable steps to ensure that neither the agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation,
- (b) offering or providing junior rates to persons under 21 years of age,
- (c) any act or practice of a body established to propagate religion which is exempted under Section 56(d) of the Anti- Discrimination Act 1977 (NSW),
- (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

**SIGNED BY THE PARTIES TO THE AGREEMENT**

Signed for  
Norwest Limited



Signature

M. PAYNE

Please print name

Date 20.9.01

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

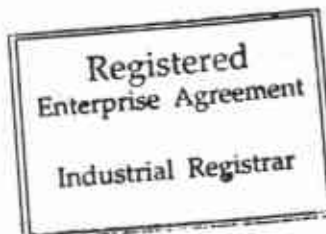


Signature

T. Melksham

Please print name

Date 20.09.01





**APPENDIX A**

**Classifications and Wage Rates**

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

	<b>AWARD RATE</b>	<b>CURRENT RATE</b>	<b>RATE TO APPLY FROM 10/9/2001</b>
<b>NEW STARTER</b>	<b>\$ 447.60</b>	<b>\$ 447.60</b>	<b>\$ 447.60</b>
<b>DIVISION A</b>	<b>447.60</b>	<b>490.22</b>	<b>519.63</b>
<b>DIVISION B</b>	<b>464.50</b>	<b>512.77</b>	<b>543.53</b>
<b>DIVISION C</b>	<b>477.50</b>	<b>527.10</b>	<b>558.72</b>
<b>DIVISION D</b>	<b>492.50</b>	<b>540.00</b>	<b>572.40</b>

The rates contain over-award payments that have been increased by 6%.

**ALLOWANCES and BONUS**

**Leading Hand Allowance \$25.95 per week**

**Attendance Bonus \$4.41 per day payable when an employee attends for work.**

