

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/15

TITLE: Norwest Limited Transport Workers Agreement

I.R.C. NO: 2001/7654

DATE APPROVED/COMMENCEMENT: 6 December 2001/19 December 2001

TERM: 19 December 2002

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 15 March 2002

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees classified as transport worker operating at and from Old Windsor Road, Baulkham Hills.

PARTIES: Norwest Limited -&- the Transport Workers' Union of Australia, New South Wales Branch

1.

TITLE

This agreement shall be known as the **Norwest Limited Transport Workers Agreement**.

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 that improve the productivity of the transport section, enhance job satisfaction and assist positively towards ensuring that Norwest Limited becomes a more efficient enterprise.

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 Transport Workers Union of Australia, New South Wales Branch, in respect of all employees employed by the company in the classification of transport worker.

5.

DATE AND PERIOD OF OPERATION

This agreement shall take effect from the first pay period on or after 19 December 2001 and shall remain in force for a period of one year.

It is agreed by the parties that negotiations for a new agreement will commence three months prior to the date the agreement was signed by the parties.

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.

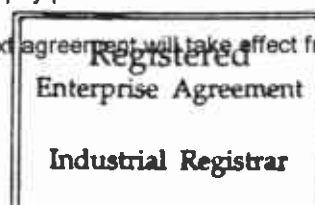
WAGES

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

The wage increase will be applied at the rate of 6% from the first pay period on or after 19 December 2001.

Following the expiry of this agreement, wage increases in the next agreement will take effect from the date of



expiry.

The company will also pay 1.48% of the gross rate of pay to permanent drivers to a Chifley Insurance Brokers - Employee Accident and Sickness Plan.

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.

9. MAINTENANCE OF TRUCKS

- (a) All drivers agree that they will carry out minor maintenance on their trucks as required by the company.
- (b) Drivers of trucks pulling trailers will be paid an extra 50% of the Truck Maintenance Allowance for maintenance of the trailer.

10. COMPANY PROMOTION

- (a) All drivers will carry and place company signs at delivery sites.
- (b) All drivers will wear shirts with the Norwest logo and the company will supply each driver with five shirts per year; drivers will also receive one jacket which will be replaced as it wears out.
- (c) Drivers will receive two pairs of safety boots which will be replaced as they wear out.

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. ROSTERED DAYS OFF

Where there is insufficient work available to keep all drivers fully employed, drivers will take their rostered days off. The company will consult with drivers prior to giving 24 hours notice of requirement to take rostered days off.

When the company has orders to be delivered and drivers are fully employed, rostered days off may be accumulated (up to a maximum of 10 days).

13. PRODUCTIVITY

- (a) All drivers will make themselves available to deliver all orders as required by the company to satisfy customer demands. Reasonable amounts of overtime will be performed by all drivers to meet these demands. On occasions where urgent orders are telephoned, company drivers will make themselves available to make those deliveries. This will require all drivers telephoning the dispatcher at their last delivery site each day, except when already on overtime.
- (b) When a driver is required to make a delivery close to or after the normal finishing time, he will be paid for a minimum of two hours overtime, Monday to Friday, and 6 hours on a Saturday.
- (c) Each time the driver returns to the yard, the driver will call at the despatch office for instructions.
- (d) All trucks will be loaded overnight as required by the despatcher.
- (e) Drivers of trucks that are garaged at the yard overnight will not leave the yard before their normal finishing time after an 8-hour working day. Spare time up to finishing time will be spent cleaning and

maintaining the truck to the company's requirement. This may involve pressure washing, cleaning inside and outside, painting and general minor repairs.

- (f) Drivers will grease the truck they are driving according to the company's greasing schedule, cleaning the area on completion.
- (g) Drivers will pressure clean the topside and underside of the truck they are driving in preparation for registration inspection. General cleaning and painting is part of this preparation. Drivers undertaking this cleaning process will not be required to deliver bricks on that day. If required by the despatcher, the driver may be required to deliver bricks on that day instead of starting the cleaning process.
- (h) The maintenance allowance paid as part of this agreement is paid on the basis that the truck the driver is driving is maintained by cleaning, painting and minor repairs to the satisfaction of the company. It is the driver's sole responsibility to spend the required time to achieve this. Trucks that are normally garaged at the yard will need to be maintained at the yard; trucks that are normally taken home by the driver can be maintained by the driver either at the yard or where it is garaged. Where this maintenance is carried out after normal ceasing time, this allowance will be paid in lieu of overtime rates.
- (i) Where there is insufficient work or trucks available to keep all drivers fully occupied, alternate duties as detailed in clause 14, Demarcation, will be performed.

14. DEMARCATION

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 15, 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.

15. 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:

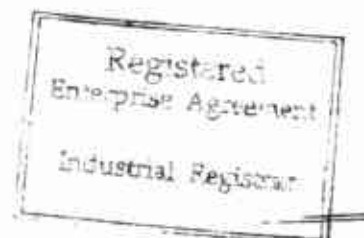
- Stage 1 The driver and/or delegate will contact the supervisor and attempt to settle the matter at that level.
- Stage 2 If it is not settled at Stage 1, the driver and/or delegate will hold discussions with the General Manager.
- Stage 3 If the matter is not settled at Stage 2 it shall be referred 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 five working days.

16. 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.

17. STARTING TIME

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

The starting time for an individual driver or group of drivers engaged in the delivery of bricks may be staggered to best accommodate the efficient delivery of those bricks, after discussion and agreement by an individual driver or group of drivers.

If the starting time of an individual driver or group of drivers is altered, the driver or group of drivers will be advised of the circumstances which warrant the change so the drivers will be fully informed of the company's needs, after discussion and agreement by an individual driver or group of drivers.

18. 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.

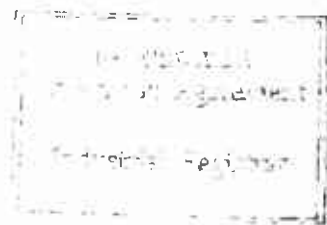
	UNDER 45 YEARS OF AGE	OVER 45 YEARS OF AGE
Less than 1 year	Nil	Nil
1 year less than 2 years	5.5	6.5
2 years less than 3 years	10	11.75
3 years less than 4 years	14.5	17
4 years less than 5 years	18	21
5 years less than 6 years	21.5	25
6 years less than 7 years	25	29
7 years less than 8 years	27.5	31.5
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 and rostered days off will be paid to employees at the age of 65 on retirement, or when an employee is made redundant or upon the death of an employee.

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.

All entitlements to be paid at the time of termination or redundancy.



19.

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.

SIGNATORIES

For and on behalf of

NORWEST LIMITED



MERVYN PAYNE.

before



Date

13. 11. 2006.

For and on behalf of



**THE TRANSPORT WORKERS
UNION OF AUSTRALIA -
NEW SOUTH WALES
BRANCH**

before

Date

Enterprise Agreement
Industrial Registrar

SCHEDULE 1 WAGE RATES AND DEFINITIONS

(1) Wage Rates

	Present Rate	Award Rate	Rate Incl. 6%
Transport Workers Grade 5 Maintenance Allowance	\$613.39 \$ 64.56	\$514.70	\$650.72
Transport Workers Grade 7 Maintenance Allowance	\$640.75 \$ 96.84	\$536.40	\$679.19

These rates include 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.

