

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/29

TITLE: Norwest Limited Maintenance Workers Agreement

I.R.C. NO: 2001/7655

DATE APPROVED/COMMENCEMENT: 28 November 2001/19 December 2001

TERM: 19 December 2002

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 28 March 2002

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement covers maintenance employees only - that is, fitters and plant mechanics employed by the Company.

PARTIES: Norwest Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch



1. TITLE

This agreement shall be known as the **Norwest Limited Maintenance 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 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 Australian Manufacturing Workers' Union on behalf of fitters and plant mechanics employed by the company.

5. DATE AND PERIOD OF OPERATION

This agreement shall take effect from 19 December 2001 and shall remain in force for a period of one year.



6. RELATIONSHIP TO PARENT AWARD

The terms of the Metal and Engineering Industry (NSW) 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 and classifications shall be as set out in Appendix "A" attached.

Wages shall be increased by 6% commencing first pay period after 19 December 2001

The rates as set out in Appendix "A" contain a component for disability payments which include :

- Confined spaces
- Dirty work
- Height money
- Hot places
- Wet places.

This payment will form part of the ordinary time rate of pay and will be paid for all purposes.

8. CONTINUATION OF WORK

- (a) To enable the maximum utilisation of machinery, starting times for meal breaks of maintenance workers may be staggered which will allow maintenance or repair work to continue for the whole shift when necessary.
- (b) Where appropriate training has been undertaken maintenance workers will operate machines for short periods so that production may be maintained.
- (c) Maintenance or repair work will continue during the change of shift. This will assist in minimising the down time of the machines and increase plant efficiency.

9. STARTING TIME

The starting time for an individual employee or group of employees engaged on maintenance may be staggered so as to best accommodate the maintenance and repair of the machinery.

If 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 of the company's needs.

10. ADDITIONAL HOLIDAY

Where it is agreed between the employees and the company the additional holiday as prescribed in the Metal and Engineering Industry (NSW) 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 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 carry out repairs and maintenance to machinery.



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TRAINING

All employees agree to undertake training that 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.

Maintenance employees will undertake training and when competent shall use those skills during routine maintenance.

13.

QUALITY ASSURANCE

The employees have agreed to the implementation of a Quality Assurance scheme that 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. Employees will also document all information regarding product quality and machine productivity particularly with regard to the repair and maintenance of the machines. 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 that 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.

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.

15. 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.
- (d) At the conclusion of these discussions the employer shall provide a response to the employee's grievance.
- (e) Whilst these procedures are being followed, normal work must continue.
- (f) During any stage of these discussions the parties may be represented by the appropriate industrial organisation.

16. 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.

17. 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.

18.

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;

19.

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, 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.



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 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

Henry Anafie

Please print name

Date 29.10.01

Signed for and on behalf of the Australian Manufacturing Workers' Union.


Signature

Please print name

JOHN PARKIN

Date 2-11-1



APPENDIX "A"

Classifications and Wage Rates

The base rate for 38 ordinary hours worked shall be -

| | Award Rate | Current Rate | Rate incl 6% increase |
|-----------------------------|------------|--------------|--------------------------|
| Fitters and Plant Mechanics | \$507.20 | \$576.17 | \$610.74 |
| Trades Assistant Grade 1 | \$452.60 | \$512.78 | \$543.53 |
| Grade 2 | \$452.60 | \$527.10 | \$558.74 |

