

REGISTER OF  
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO : EA98/1

TITLE: The Austral Brick Company Pty Limited (Transport Employees)  
Enterprise Agreement 1997

I.R.C. NO: 97/6094

DATE APPROVED/COMMENCEMENT: 21 November 1997 and commenced from the beginning of the first pay period on or after 21 November 1997

TERM: 18 months

NEW AGREEMENT OR  
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees at the Horsley Park Plants of Austral Brick Company Pty Limited employed as Transport Drivers

PARTIES: Austral Brick Company Pty Limited -&- Transport Workers' Union of Australia, New South Wales Branch



**THE AUSTRAL BRICK COMPANY PTY LIMITED ( TRANSPORT EMPLOYEES )  
ENTERPRISE AGREEMENT 1997**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Austral Brick Company Pty Limited

( No. IRC                      of 1997)



**ENTERPRISE AGREEMENT**

**1. Arrangement**

<u>Clause No.</u>	<u>Subject Matter</u>
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5.	Date and period of Operation
6.	Relationship to Parent Award
7.	Labour Flexibility
8.	Ordinary Hours of Work
9.	Rostered Day Off
10.	Measures to Achieve Gains in Productivity, Efficiency and Flexibility
11.	Wage Adjustment
12.	No Extra Claims
13.	Engagement of Casual Drivers
14.	Disputes Procedure
15.	Code of Conduct for Drivers
16.	Sick Leave

**2. Title**

This agreement shall be known as The Austral Brick Company Pty Limited (Transport Employees) Enterprise Agreement 1997.

### **3. Parties**

The parties to this Agreement are The Austral Brick Company Pty Limited, (the Company), The Transport Workers Union of Australia (New South Wales Branch), (the Union), and the employees eligible to be members of that union employed out of the Horsley Park Plants as Transport Drivers employees (employees).



### **4. Application**

This enterprise agreement is to apply to employees engaged under the said Transport Industry (Mixed Enterprises) States Award at the Horsley Park operations of the Austral Brick Company Pty Limited.

### **5. Date and Period of Operation**

This agreement shall take effect from the beginning of the first pay period to commence on or after the date approval by the Industrial Relations Commission of New South Wales and shall remain in force thereafter for a period of 18 months. The parties agree to commence discussions in relations to the agreement 13 weeks prior to its expiry.

### **6. Relationship to Parent Award**

The terms and conditions of this enterprise agreement shall be read in conjunction with the terms and conditions of the Transport Industry (Mixed Enterprises) State Award, as varied. Where any inconsistency occurs the terms and conditions of this enterprise agreement will prevail over the parent award to the extent of the inconsistency.

### **7. Labour Flexibility**

Transport drivers shall perform a wider range of functions and duties, including work which is incidental or peripheral to their main tasks or functions according to their training and competency.

Employees shall comply with all reasonable requests to transfer and to perform work covered by this agreement. The following are areas that employees may be required to perform under this enterprise agreement ;



- Drivers are to install Austral Bricks advertising signs at building sites where they deliver bricks
- Drivers are to advise the sales department of any new building sites that drivers come across in their journeys each day. The method of reporting potential areas will be by way of a spotters form.
- Drivers are to carry and distribute Austral Bricks advertising brochures to potential customers and current customers.
- Drivers agree to the use of tachographs and computers for the purposes of journey information only.

In carrying out duties, employees shall ensure and take all necessary steps to ensure the quality, accuracy and completion of any job or task.

#### **8. Ordinary Hours of Work**

The ordinary hours of work will not exceed 38 hours per week to be worked on the basis of 8 hours per day Monday to Friday, (exclusive of meal breaks), between 6.00 a.m. and 2.30 p.m. (except as provided in Clause 9).

#### **9. Rostered Day Off**

Each employee will receive an entitlement for a rostered day off in each 4 week cycle by working 8 hours each day for the first 19 days of the 20 day cycle.

This rostered day will be taken by agreement between the employee and the company at a mutually acceptable time.

Rostered days off may be accumulated to a maximum of 10 days over a 40 week period.

The employees may, at their discretion, bank up to six (6) RDO's, which shall be paid out at the Christmas pay period each year. Any employees who are engaged after the commencement of the enterprise agreement will be required to cash in their six (6) RDO's at the Christmas pay period each year.

By individual negotiation, and mutual consent, an individual may cash in all RDO's.



Payment will be for 7 hours 36 minutes per day, including the day on which a rostered day off is taken.

#### **10. Measures to Achieve Gains in Productivity, Efficiency and Flexibility**

In making this enterprise agreement, the parties are undertaking to co-operatively and positively work towards creating the most efficient means of providing service delivery in a timely fashion in order to meet the needs of customers.

This is to be achieved through the identifications of work practices and work/job organisation which seeks to ensure the running of trucks on the most efficient routes, ensuring that truck time on the road is maximised.

In order to ensure adequate service delivery of the company's product, the parties to this agreement agree that the Company may request an employee to take a single Rostered Day as business requires, on the proviso that the taking of the RDO is by mutual agreement.

#### **11. Wages Adjustment**

This award is to provide for two enterprise – based wage adjustments increases on the employee's current rate of pay. The first increase of 9.2% will be made available from the first full pay period after the period after the date of approval by the Industrial Relations Commission of New South Wales. A further 5% increase will be made available in the first full pay period twelve months after the date of approval. The schedules for the rates of pay will be held by the company and the union.

The increase provided for under this enterprise agreement replaces and incorporates any amount available for crib money and tea money.

In addition to the above increments a productivity bonus arrangement is currently in operation for drivers at the Horsley Park site. The productivity bonus delivers to drivers a payment which, at the time this agreements entered into, is in the vicinity of 4%. Drivers may however receive a payment of more or less then 4% depending on performance over the bonus period. The payment of this bonus is dependent upon productivity criteria being met. The method of calculation of the measures is maintained by the Transport Manager of Austral Bricks.



## **12. No Extra Claims**

Except for general movements in the award wages granted by the Industrial Relations Commission of New South Wales via State Wages Cases, that are not subject to absorption, there shall be no further claims for increases in wages and conditions during the life of this agreement.

## **13. Engagement of Casual Drivers**

The parties to this Agreement are committed towards establishing timely service delivery of Austral's product. The engagement of casual drivers will enable more efficient utilisation of the fleet, especially during peak periods of demand.

In the engagement of the four hour casual employees, a full time employee shall have preference over a four (4) hours casual employee if overtime is available but if a load has been allotted then it shall not be re-allocated (unless the said driver takes ill or is injured) for the purposes of this clauses.

## **14. Disputes Procedures**

It is agreed that all parties will confer in good faith with a view to resolving a problem by direct consultation and negotiation while work continues as normal.

Disputes arising between the Company and the employees who are employed under this Agreement will be settled in accordance with the procedures set out below :

- a) Where an employee or delegate has submitted a request concerning any matter directly connected with employment to a supervisor or a more senior representative of management and that request has been refused, the employee may, if the employee so desires, ask the union delegate to submit the matter to management.

The Company shall reply promptly within 24 hours if the appropriate person can be contacted.

- b) If not settled at this stage, the matter shall be formally submitted by a State official of the union to the Company.



- c) If not settled at this stage, the matter should then be discussed between representatives of the union and the Company, who may be represented by such officers or representatives as the union and the Company may desire.
- d) Where the parties fail to resolve the dispute, it is agreed that a dispute notification should be made to the Industrial Relations Commission of New South Wales, for the express purpose of ensuring that all avenues of conciliation and mediation are fully explored.
- e) Without prejudice to either party, work shall continue in accordance with the Agreement while the matters in dispute are being dealt with in the manner laid down in this clause.

**15. Code of Conduct for Drivers**

The parties shall discuss and agree upon a code of conduct for drivers when carrying out their duties. This code will be made available for all drivers and form part of the general Company Policy.

**16. Sick Leave**

- a) Sick leave accumulated up to the anniversary of employment prior the commencement of this enterprise agreement shall be kept in reserve. At each Christmas period all untaken sick leave which has accumulated (with the exception of 5 days leave in reserve) shall be paid out. Sick Leave which has been kept in reserve can only be used if an employee's medical condition/s has resulted in the taking of leave.
- b) Drivers will also be required to undertake medical checks conducted by the Company doctor according to the following schedule.
  - \* under 40 years every 3 years
  - \* 40 years to 50 years every 2 years
  - \* over 50 years every 1 years

Ex 1  
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Re: Matter No.6094 of 1997

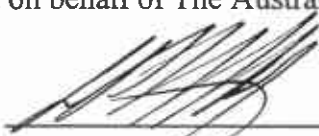
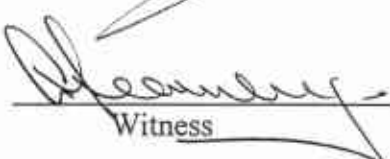
The parties, whose signatures appear below, agree to the following amendment to *The Austral Brick Company Pty Limited (Transport Employees) Enterprise Agreement 1997*:

Clause 16 is amended to read:

**16. Sick Leave**

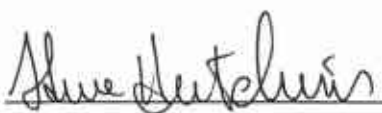

- a) Sick leave accumulated up to the anniversary of employment prior to the commencement of this enterprise agreement shall be kept in reserve. At each Christmas period all untaken sick leave accumulated for at least 3 years (with the exception of 5 days leave in reserve) shall be paid out. Sick leave which has been kept in reserve can only be used if an employee's medical condition/s has resulted in taking leave.
- b) Drivers will also be required to undertake medical checks conducted by the Company doctor according to the following schedule:
  - \* under 40 years every 3 years
  - \* 40 years to 50 years every 2 years
  - \* over 50 years every 1 year

Signed for and on behalf of The Austral Brick Company Limited

  
 \_\_\_\_\_  
  
 \_\_\_\_\_  
 Witness

Date 20/11/97

Signed for and on behalf of the Transport Workers' Union of Australia (NSW Branch)

  
 \_\_\_\_\_  
  
 \_\_\_\_\_  
 Witness

Date 20 November  
1997



Signature of the Agreement



Signed for and on behalf of

The Austral Brick Company Pty Limited

[Handwritten Signature]

25/9/97  
Date

H. Carter

Witness

23/9/97  
Date

Signed for and on behalf of the

Transport Workers Union of Australia (NSW Branch)

[Handwritten Signature]

22/9/97  
Date

[Handwritten Signature]  
Witness

22/9/97  
Date