

ENTERPRISE AGREEMENT

NO. EA 98/213
.....

DATE REGISTERED.....17.7.98.....

PRICE \$ 14
.....

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/213

**TITLE: Bridgestone Australia Ltd Marayong Warehouse (NSW) -
Transport Drivers only Enterprise Agreement 1998**

I.R.C. NO: 98/3596

DATE APPROVED/COMMENCEMENT: 17 July 1998

TERM: Expires 1 March 2000

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies at the Marayong State warehouse located at Sunnyholt Road, Marayong NSW, in respect of all drivers employed at the State warehouse

PARTIES: Bridgestone Australia Ltd -&- Transport Workers' Union of Australia, New South Wales Branch



**BRIDGESTONE AUSTRALIA LTD.
TYRE MARKETING & OPERATIONS DIVISION**

ENTERPRISE AGREEMENT 1998

MARAYONG WAREHOUSE (NSW) - Transport Drivers

between

**BRIDGESTONE AUSTRALIA LTD.
TYRE MARKETING & OPERATIONS DIVISION**

(the Company)

and

**THE TRANSPORT WORKERS
UNION OF AUSTRALIA,
NSW BRANCH**



1. TITLE

This agreement shall be known as the Bridgestone Australia Ltd. "Marayong Warehouse (NSW) – Transport Drivers only Enterprise Agreement 1998".

2. ARRANGEMENT OF AGREEMENT

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3. APPLICATION OF THE AGREEMENT

This Enterprise Agreement shall apply at the Marayong State Warehouse located at Sunnyholt Road, Marayong, NSW, in respect of all drivers employed at the State Warehouse.

4. PARTIES BOUND

This agreement shall be binding on:

- (a) Bridgestone Australia Ltd.;
- (b) The Transport Workers Union of Australia, (TWU), NSW Branch;
- (c) All employees, whether members of the TWU or not, whose employment is at any time when the Agreement is in operation subject to the Agreement.



5. DATE AND PERIOD OF OPERATION

- i) This agreement shall apply to all drivers at the Company/Marayong Warehouse and shall take effect from the date of registration until 1st March, 2000.
- ii) The parties agree to commence negotiations for a new Agreement at least one (1) month prior to the expiry of this Agreement.
- iii) Should negotiations for a new agreement not be finalised prior to the nominal expiry date of this Agreement, existing terms and conditions of employment, including rates of pay, shall continue for all employees until conclusion of negotiation and subsequent certification of the next Agreement.

6. RELATIONSHIP TO PARENT AWARDS

- i) This Agreement shall be read and interpreted wholly in conjunction with the Transport Industry (State) Award.
- ii) Where there is any inconsistency between this Agreement and the "Awards", this Agreement shall take precedence to the extent of the inconsistency. Where this Agreement or previous non certified agreements are silent, Award provisions shall apply.
- iii) It is the intention of the parties that previous non certified agreements reached between the parties on 1st March 1993, 1st March 1994 and 1st March 1996 shall continue to be binding between the parties.

7. ENTERPRISE AGREEMENT POSTING

At the workplace a true copy of this Enterprise Agreement shall be available in a convenient place so as to be easily accessed by employees.

8. UNION NOTICES

Reasonable facilities shall be afforded to the Unions to post Union meeting notices, signed by the Secretary or Organiser, on a board so as to be easily read by employees.

9. AIMS AND OBJECTIVES OF THE AGREEMENT

The aims and objectives of this agreement are:

- i) To improve productivity, efficiency and flexibility of the enterprise through the effective implementation of agreed measures which will significantly increase the competitiveness of the Company and offer secure and worthwhile employment for its employees.
- ii) To adopt a consultative and participative approach to implement increased and sustained productivity across all areas of operations of the enterprise.
- iii) To further develop an environment of continuous improvement which is conducive to a flexible work organisation able to respond to changing demands in industry.
- iv) To reduce the level of potential disputation between employees and the Company by ensuring that set procedures for resolving grievances and disputes are followed.
- v) To establish a consultative mechanism whereby all changes and proposals that may affect the operations of the enterprise are discussed and evaluated by the Company, employees and the Union.

10. NO EXTRA CLAIMS

There shall be no extra claims during the life of this Agreement.



11. PRECEDENT

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

12. STARTING TIME

Both parties agree that Drivers shall clock on at a time which allows ample time for their work functions to commence at exact starting time, at no cost penalty to the Company e.g. 7.25 a.m. for 7.30 a.m. work function commencement.

13. EXISTING STANDARDS

Existing entitlements will not be altered or reduced by the making of this Agreement except as provided for by this agreement.

**14. IMPROVEMENTS IN COMMUNICATION**

All parties agree to participate constructively in regular team communication discussions which will be used as a starting point for the development and allocation of tasks which need to be implemented to achieve efficiency objectives.

15. PAYMENT OF WAGES

The Company agrees that wages of weekly employees shall be paid not later than Thursday of each week, as detailed in the applicable State Award.

16. WAGE ADJUSTMENT AND OTHER BENEFITS

- i) The following increases shall apply during the life of the agreement –
- A. 4% increase from the first full pay period on or after the 1st of March, 1998.
 - B. 2% increase from the first full pay period on or after the 1st of March, 1999.
- ii) It is further noted that all allowances will be increased in line with the wages movements outlined in sub clause (i) a and b respectively.

**17. ABSORPTION**

The parties agree that any Arbitrated Safety Net adjustments payable pursuant to decisions of the Industrial Relations Commission of N.S.W. shall be offset to the extent of any wage increase payable pursuant to this Agreement.

18. DISPUTES PROCEDURE

All parties confirm their commitment to the disputes and industrial grievance procedures, detailed in the applicable State Award.

Steve Hutchins
FOR AND ON BEHALF OF THE
TRANSPORT WORKERS UNION
OF AUSTRALIA,
NEW SOUTH WALES BRANCH

Dated: 23rd June 1998

[Signature]
WITNESS



[Signature]
FOR AND ON BEHALF OF
BRIDGESTONE AUSTRALIA LTD.

Dated: 2nd July 1998

[Signature]
WITNESS

[Signature] 12-5-98
[Signature] 12-5-98
[Signature] 12-5-98.