

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/212

TITLE: Brambles Distribution Regents Park Transport Agreement 1999

I.R.C. NO: 00/3343

DATE APPROVED/COMMENCEMENT: Approved 7 August 2000 and commenced 26 May 2000

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New Replaces EA98/19**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged pursuant to the Transport Industry (State) Award

PARTIES: Brambles Australia Limited trading as Brambles Distribution -&- Transport Workers' Union of Australia, New South Wales Branch



BRAMBLES DISTRIBUTION REGENTS PARK

ENTERPRISE AGREEMENT

COMPANY DRIVERS

1. Title

This agreement shall be referred to as the Brambles Distribution Regents Park Transport Agreement 1999.

2. Agreement

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3. Parties Bound

The Agreement shall be binding upon:

- (a) Brambles Australia Limited trading as Brambles Distribution (hereinafter referred to as "the Company").
- (b) The Transport Workers' Union of Australia (New South Wales Branch), its officers and members employed by the Company (hereinafter referred to as "the TWU" and other employees that fall within the guidelines of the TWU award classification.

4. Application and Incidence of Agreement

- (a) The general terms and conditions of employment of persons covered by the Agreement shall be those prescribed by the Transport Industry (State) Award as varied.
- (b) Provided that the term of this of this Agreement shall apply to the extent of any inconsistency with the provisions if the aforementioned Award.

5. Duration of Agreement

This agreement shall come into operation from the date of signing of the Agreement and shall remain in force until 1/6/2002.

6. Duress

This agreement has been made without any duress to any party.

7. Not to be used as a Precedent

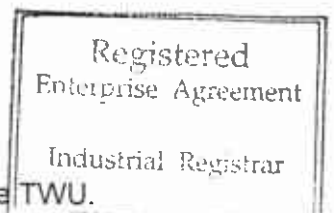
This agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or operation of Brambles Australasia Limited.

8. Consultative Arrangements

A Consultative Committee shall be established comprising of two employees and two management representatives. The Committee will meet on a regular basis (at least monthly) to deal with matters arising out of this Agreement and to maintain effective communications between the Company, its employees and the TWU.

9. Commitments of the Parties

This Agreement will be supported in its implementation and adhered to by the TWU.



The Company commits to adhere to the arrangements embodied in this agreement and to genuinely bargain in good faith in relation to all future negotiations.

10. No Extra Claims

The parties to the Agreement will not make claims for improvements in wages and conditions except where consistent with the processes identified in the Agreement.

Any wage adjustments defined in accordance with future national or State Wage Decisions which may be convened during the life of this Agreement will be absorbed into any increases paid or allowable under this Agreement.

11. Existing Awards and Agreements

In the event of any inconsistency between this Agreement and the Award or any other certified agreements applicable to employees of the Company who are eligible to be members of the TWU, the terms of this Agreement will prevail.

12. Dispute Settlement Procedure

The parties to this Agreement will operate under a dispute settlement procedure and it is the intention of the parties that the procedure will be strictly adhered to.

It is specifically acknowledged by the TWU that failure to comply with the dispute settlement procedure will remove from the Company a considerable benefit of the Agreement and of the pre-existing awards and agreements to which the TWU and the Company are party or otherwise respondent.

The Settlement of Dispute Procedure shall be set out as below:-

- (a) All matters shall be attempted to be resolved within the work place.
- (b) The following steps shall be followed until the matter is resolved:
 1. Any matter shall first be discussed between the employer and his supervisor.
 2. The Union Delegate shall consult with the Branch Manager on the matter.
- (c) If a matter is not resolved within the steps identified in sub-clause (b) discussions involving the State Secretary/Union Organiser, Divisional Manager and relevant Company's officials shall take place (this could include the Company's Industrial Relations Department).
- (d) Any matter which cannot be resolved shall be referred by either party to the New South Wales Industrial Relations Commission. A decision of the Commission shall be accepted by the parties as final, subject to any legal appeal procedures.
- (e) Pending the resolution of any matter in accordance with the above procedure work shall continue without disruption. The circumstances which applied immediately prior to the dispute arising shall apply until final resolution of this matter.
- (f) No party shall be prejudiced as to final settlement by the continuance of work in accordance with the sub-clause.

(g) No industrial action will take place while any issue is in dispute between the parties.

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Industrial Registrar

13. Hours of Work

The ordinary hours of work shall be an average of 38 hours per week to be worked between the hours of 5am to 6pm on a Monday to Friday spread.

Minimum hours to be worked on a day will be 8 hours.

Full time employees will be given the first option on overtime.

Start times will be agreed upon on a day basis in agreement between the employer and employee

14. Payment of wages

Wages will be paid weekly, to be available every Wednesday, by means of Electronic Funds Transfer to an approved financial institution and account nominated by the employee. Any change in the method of payment of wages will be communicated to employees in writing.

15. Incentive rates of pay

The company is willing to enter into discussions with the members of the Consultative Committee to look at other methods of payment to the likes of load rates, additional load incentives etc. If this is agreed to, a trial period of 4 weeks will be conducted and if the scheme is of significant benefit to both sides then it is to be implemented by means of a separate agreement. The Committee will have to determine the allocation of loads, protection of income and also the handling of grievances in regards to the above.

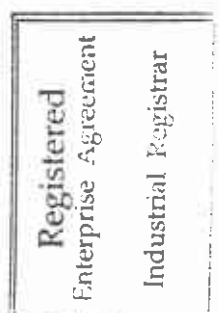
16. Wage Increases

Wage increases are based on:-

1. Basic pay increases.
2. Bonus payments on achievement of KPIs.

Present Wage \$559.40

1 st December 1999 Wage on signing	3% Base rate increase. \$576.20
1 st December 2000	2.5% Base rate increase plus 1.5% of KPI achieved rolled on to base rate.
1 st December 2001	2.5% Base rate increase plus 1% of KPI achieved rolled on to base rate .



17. KPI Calculations:

1. Reduction in lost time injury.

Last years LTIs 8 days

This years target 0 days

Reduction of 1 day - \$72 p.a. bonus total for 4 drivers

Reduction of 2 days - \$144 p.a. bonus total for 4 drivers

Reduction of 3 days - \$216 p.a. bonus total for 4 drivers

Reduction of 4 days - \$288 p.a. bonus total for 4 drivers

Reduction of 5 days - \$360 p.a. bonus total for 4 drivers

Reduction of 6 days - \$432 p.a. bonus total for 4 drivers

Reduction of 7 days - \$504 p.a. bonus total for 4 drivers

Reduction of 8 days - \$576 p.a. bonus total for 4 drivers

Bonus calculated annually on 1st December.

2. Minimisation of loading time:

100% achievement = \$12.00 per driver per week or

75% achievement = \$9.00 per driver per week

Maximum loading time allowed is 20 minutes providing :-

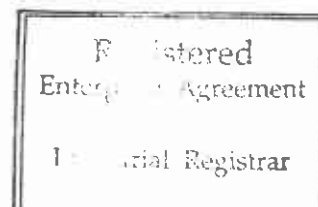
- a) truck is able to reverse into loading dock
- b) the load is ready wrapped and placed on ground level for pickup
- c) the necessary manifests are ready

A roster with loading times will be maintained by the dock supervisor and signed off by the Manager on a weekly (MON-FRI) basis.

All trucks must achieve the loading time to achieve the KPI bonus.

18. Rest Period after Overtime

Employer and employee have the right to reduce the minimum 10 hours break between the termination of work on one day and the commencement of work on the next day to an 8 hour minimum, and waive the existing conditions contained in clause 36 of the Award.



19. Sick Leave Notification

Employees who are unable to attend for work due to illness/injury shall as far as practicable advise the company of such inability to attend for work prior to the commencement of the first day of absence within one hour of the employees starting time.

Employees may elect to have sick leave accruals in excess of 8 days paid out from the date of signing of the agreement.

A minimum of 8 days accrued sick leave is to be reached and maintained for any payment to be made in lieu of the portion of leave entitlement.

20. Annual Leave

Annual Leave can be taken in such periods as mutually agreed between Employer and Employees.

The parties agree that due to peak work demands such leave should not be applied for during the period from October to December or Easter.

Provided that in circumstances of genuine need the Company will not unreasonably oppose an application for leave during the above periods.

21. Rostered Days Off

Employees may elect to "cash in" up to 6 accrued RDO's per annum provided that:-

Payment shall be made at the employees ordinary rate of pay.

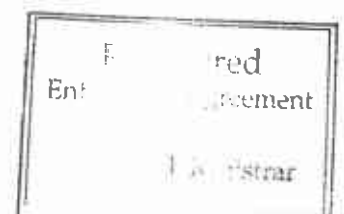
A minimum of 1 day at a time can be cashed in.

Payment will only be made in lieu of fully accrued days.

Remaining RDO'S are to be taken at a time mutually agreed in accordance with the operating requirements of the business.

22. Commitment to Safety and Training

All employees agree to participate in Company initiated training and/or safety specific training, such training and associated cost whether external or internal shall be paid for by the Company and time off without loss of pay will be provided. For the purposes of conducting training in operational or OH&S issues, employees may be required to attend such training outside of ordinary hours. Attendance will be by mutual agreement and payment shall be at ordinary times.





23. Quality Assurance Implementation

The parties to this Agreement recognise the importance of providing the level of service required by customers, both present and future. As such the employees give a commitment to aid and actively participate in the Company's program to maintain accreditation under the relevant Australian Standards, AS3902.

24. Performance Indicators

The parties agree that the Company may introduce new technology to monitor and evaluate productivity. This will allow the Company to develop performance indicators including vehicle utilisation, safety, lost time, absenteeism, load details, tyre wear, fuel consumption and any other operating requirements as a means of establishing and enhancing service levels to exceed customers expectations. The parties are committed to practise of continuous improvement and have agreed to have the various Workplace Consultative Committees regularly review the productivity and performance of the above areas, or such other areas as may be identified from time to time, with the Company and TWU.

25. Unloading with forklift

The Company will train all drivers in forklift driving and unloading so that drivers, can, when required unload the goods at stores if a forklift driver is not available.

26. Personal Appearance

The parties are committed to the achievements and maintenance of the highest standards of personal and equipment presentation.

Such standards to be applied:

- Clean uniforms are to worn at all times of employment.
- Employees responsible for vehicles are to check oil, water, tyre pressure, lights, wipers and other miscellaneous equipment before use of such vehicle each day, and further are responsible for the cleanliness of the vehicle internally and externally.

The parties agree that smoking is prohibited in or about client premises.

Employees accept their legal responsibilities regarding alcohol/illegal substance consumption.

27. New Technology

The company may introduce new technology and/or upgrade existing technology as and when appropriate.

Where such technology impacts on the day to day activities of employees covered by this Agreement, implementation shall be preceded by consultation and supported by training.

28. Income protection Scheme

The Company would agree to process payroll deductions for employees who choose to access Income Protection Insurance (likely to be all). The premium worth about 1.46% of the employees Base Rate of pay per annum would be deducted from the employees wage.

After processing the payroll deduction the Company has no further obligation.

Employees choice – employees risk.

Unless all employees choose to access it the scheme will not be implemented.

29. TWU Training

TWU delegates will be given reasonable access to training, as per current practice, when a need for training is identified by the TWU and the Branch Manager agrees to release the delegate for training.

While this training must not compromise the operations of the business, access to this training will not be unreasonably withheld. This provision does not mean that an additional 2 weeks training will be provided by the Company as contained in the TWU (NSW Branch) Heads of Agreement document 1999.

30. GST

Should employees be significantly disadvantaged as a result of the GST package including the total compensation awarded a review may be undertaken of the wage rates only at clause 16 in accordance with the following:

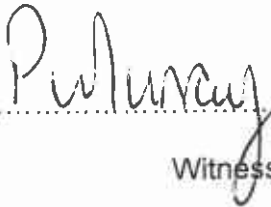
- a) if agreement cannot be reached, the dispute settlement procedure contained at clause 12 of this agreement must be followed.
- b) consideration of the GST does not constitute a reopening of the term of this agreement
- c) this clause does not require negotiation or renegotiation of wages, and
- d) no industrial action will be taken in connection with any consideration of the GST impact and wages rates.



Signed for and on behalf of the Transport
Workers Union New South Wales Branch



Secretary / Treasurer

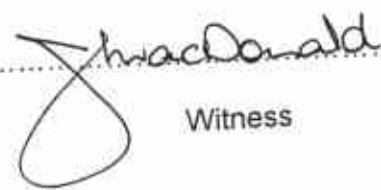


Witness

Signed for and on behalf of Brambles
Distribution Services Regents Park Branch



Manager



Witness

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