

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA03/113

TITLE: Brambles Industrial Services Port Kembla TWU Enterprise Agreement 2002

I.R.C. NO: IRC03/1807

DATE APPROVED/COMMENCEMENT: 29 April 2003

TERM: 31 October 2005

NEW AGREEMENT OR
VARIATION: Replaces EA01/69

GAZETTAL REFERENCE: 13 June 2003

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of Brambles Industries Limited who fall within the coverage of the Transport Industry (State) Award

PARTIES: Brambles Industries Limited -&- the Transport Workers' Union of New South Wales

Registered
Enterprise Agreement
Industrial Registrar

Brambles Industrial Services

PORT KEMBLA TWU

ENTERPRISE AGREEMENT

2002

Handwritten mark

1.0 TITLE

The Agreement shall be referred to as the Brambles Industrial Services Port Kembla TWU Enterprise Agreement 2002.

2.0 ARRANGEMENT

	<u>Clause No</u>
Title	1.0
Arrangement	2.0
Commencement Date and Period of Operation	3.0
Definitions	4.0
Parties Bound	5.0
Intention/Objectives	6.0
Record Administration	7.0
Garaging of Vehicles	8.0
Licence Checks	9.0
Incentive/Bonus Scheme	10.0
Workplace Health, Safety & The Environment	11.0
Blood Donation	12.0
Company Alcohol and Other Drugs Policy	13.0
Work Apparel	14.0
Trainees	15.0
Hours of Work and Allowances	16.0
Attendance	17.0
Award Access	18.0
Consultative Process/Committee	19.0
No Extra Claims	20.0
No Disadvantage Clause	21.0
Dispute Settlement Procedure	22.0
Technological Change and Quality Assurance	23.0
Union Delegate Training	24.0
Duress	25.0
Income Protection	27.0
Payroll Deductions	28.0
Superannuation	29.0
Signatures to the agreement	30.0
Wages	Schedule A
Bonus/Incentive Scheme	Schedule B

3.0 COMMENCEMENT DATE AND PERIOD OF OPERATION

This agreement shall commence from the first full pay period on or after the date of approval of the Agreement by the NSW Industrial Relations Commission and remain in force for a period of thirty (30) calendar months.

Within six (6) months of the expiry of this agreement, the parties shall review their operation so as to establish a replacement enterprise agreement or other ongoing employment arrangements.

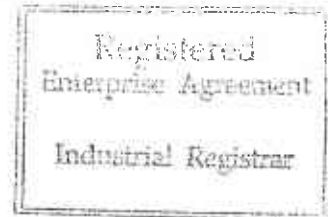
Any disagreement as to the terms of the replacement agreement or other arrangements shall be resolved in accordance with the dispute settling procedure contained in this agreement.

4.0 DEFINITIONS

- Company - means Brambles Industrial Services Port Kembla.
- Employee - means an employee of the company.
- Award - means the Transport Industry (State) Award – NSW as varied
- Union - means the Transport Workers' Union of Australia (NSW Branch).

5.0 PARTIES BOUND

- 1) Brambles Australia Limited trading as Brambles Industrial Services; and
- 2) The Transport Workers' Union of Australia (NSW Branch) and its members employed by the company.



6.0 INTENTION/OBJECTIVES

INTENTION

The purpose of this Agreement is to regulate partially the terms and conditions of employment of Brambles Industrial Services' Port Kembla employees previously regulated by the Transport Industry State Award, subsequently known as the Award.

OBJECTIVES

- a) To develop and maintain a culture of trust, consultation and co-operation with a view to achieving continuous improvement in the competitive performance of the company, its workplace environment, and the working conditions of its employees.
- b) Implement workplace reforms so as to improve productivity and flexibility. The aim of these reforms is to build and maintain a service provision business recognised as world's best practice.
- c) To progressively and continuously remove inefficient practices and processes from all operational areas.
- d) To co-operate in the maintenance of the company's Quality Accreditation to enhance performance and service to our customers.
- e) To ensure flexibility, timeliness, reliability, safety, compliance, accountability, quality and profitability of all services offered.
- f) Initiating a program that provides growth and expansion of the business by having the most efficient employees, systems and equipment.
- g) Implement Key Performance Indicators aimed at achieving measurement of enterprise efficiency and quality output.

A handwritten signature in the bottom right corner of the page.

- h) To ensure compliance by the company and its employees in all matters related to Occupational Health & Safety obligations and legislation with the target of eliminating workplace accidents and injuries.
- i) To ensure compliance with the Environmental Regulations and Requirements.

7.0 RECORD ADMINISTRATION

In order to maintain quality requirements and monitor daily activities, all employees will complete and sign daily work sheets. This will assist in the identification of unnecessary delays and hold-ups, etc.

In particular, every employee is required to contribute to job planning, hazard identification, hazard minimisation, safety audits, toolbox talks, quality audits, corrective action generation and incident investigation as required of the company's management system.

8.0 GARAGING OF VEHICLES

For any employees engaged after the 1 January 1998, all Brambles' owned vehicles will be parked at the company site or as directed by management. This will enhance security and avoid unnecessary insurance claims.

9.0 LICENCE CHECKS

Periodically, all drivers of Brambles' equipment will be required to provide evidence of a current driver's licence, containing the appropriate classifications.

10.0 INCENTIVE/BONUS SCHEME

As well as the increases included in this Agreement, employees have the opportunity for further financial rewards through the following Incentive/Bonus Scheme – refer to Schedule B.

The Bonus Scheme has three components:

- 1) Safety;
- 2) Customer Service;
- 3) Vehicle Care/Accidents/Damage.

10.1 Safety

A bonus as specified in the attached schedule will be paid to employees quarterly for meeting audit, MTI and LTI targets.

10.2 Customer Complaints

A bonus as specified in the attached schedule will be paid to employees quarterly if there are no customer complaints relating to the following:

- ♦ Driving a Brambles' vehicle in a manner that is perceived to be a hazard to other road users, eg road rage;
- ♦ Infringement Notice from BHP, other customers or statutory bodies (Police, RTA), such as speeding, not stopping at railway lines, not stopping for red lights, unsecured loads, etc.
- ♦ Offensive behaviour whilst on a customer's site.
- ♦ Wearing of uniforms and PPE, including presentation.
- ♦ Delivery on time to customer's site.

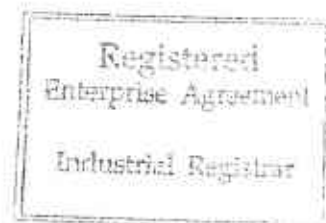
10.3 Vehicle Care/Accidents/Damage

A bonus as specified in the attached schedule will be paid to employees quarterly for vehicle care and no accident damage as follows:

- ♦ Vehicle kept in a clean and tidy state.
- ♦ No vehicle accidents/damages. If a third party is at fault, this will have no effect on the bonus.

The bonus payments will be calculated as a percentage of the base rate of each employee.

The Consultative Committee (refer Clause 19) is to meet within four (4) weeks of registration of this Agreement, to set targets and measures for the Bonus Scheme. These targets are to be jointly set for the benefit of all parties, and should be realistic and achievable. Monthly progress measures are to be displayed for all key targets, as well as regular reviews of performance to target.



11.0 WORKPLACE HEALTH, SAFETY AND THE ENVIRONMENT

A dedicated and ongoing commitment is required by all transport staff and employees in working safely, and striving towards a continued and genuine reduction in workplace incidents, accidents and injuries.

- i) The employer and employees shall comply with the requirements of the *Occupational Health and Safety Act 2000*, and any amendment thereof, and with Regulations made under the said Act;
- ii) Employees shall ensure all work on both Brambles' and external sites is performed in a safe and responsible manner;
- iii) An employee who is supplied with protective equipment or material must wear or use it in such a way as to achieve the purpose for which it is supplied;
- iv) All employees under this agreement are to participate in periodic medicals as required by the company.
- v) All employees will comply with relevant environmental regulations and requirements.

As part of the company's commitment to community safety, any transport worker who is a bona fide member of a volunteer emergency service or a bushfire brigade shall be entitled to take leave of absence if they are required to attend any emergency during a period they would normally be working for the company. Such entitlement shall not affect other leave entitlements covered by this EBA.

12.0 BLOOD DONATION

The company will seek the services of a mobile blood donation unit to facilitate donations from the workforce.

In principle and if practicable, the van will be arranged quarterly on an afternoon to suit the company's business needs after normal working hours.

13.0 COMPANY ALCOHOL AND OTHER DRUGS POLICY

Under no circumstance will any employee affected by alcohol and/or any other drug be permitted to work and/or operate any equipment on company projects. This includes working on all customers' sites as well as Brambles' sites.

Further, the parties agree that no alcohol/drugs will be permitted on company projects and that all persons may be required to undergo testing for these substances.

Through the life of the Agreement, the OH&S Committee will continue to develop an effective set of operating procedures and awareness packages in line with either a Divisional Policy or Brambles' Policy on Alcohol and Other Drugs.

Consultation with the relevant site safety committee or company consultative committee will take place to review and monitor this policy compliance and procedures.

14.0 WORK APPAREL

- 1) The Company shall provide employees with uniforms which shall be maintained by employees and kept in a good state of repair.
- 2) The Company shall renew uniforms on a fair wear and tear basis, on a one-for-one exchange system. The Company will ensure that appropriate supplies are maintained in order to meet demands.
- 3) Employees shall present themselves for work in clean uniforms, be well groomed and of neat presentation.
- 4) Employees shall wear their uniforms at all times (on site, off site, whilst driving etc) during the hours of their employment.

15.0 TRAINEES

Both parties acknowledge and respect the position of trainees. Trainees, once proficient in performing allotted tasks and functions unsupervised, will be paid at the appropriate permanent rate.

Upon completion of traineeship program, trainees will have access to permanent positions within the workplace, subject to these positions being available and subject to the trainee's suitability for that position.

16.0 HOURS OF WORK AND ALLOWANCES

In order to maximise flexibility, cost competitiveness and meet customer service level, the following is agreed:

- The span of ordinary hours for full-time employees will be from 5.00am to 6.00pm.
- Regular starting times for day shift full-time employees may be between the hours of 5.00am and up to but no later than 10.00am, as determined by the Company.
- Provided it is consistent with statutory regulation of driving hours, regular meal and tea breaks are to be taken, where possible, during truck turn-around times (loading and unloading, or other waiting times), to maximise vehicle utilisation and improve delivery times.
- New employees (other than casual employees) shall be subject to a probationary period of three (3) months.
- The Company shall fix a regular starting time for each employee for each working day.
- Any permanent change to regular starting times shall be subject to one (1) week's notice.

Registered
Enterprise Agreement
Industrial Registrar

- The Company may vary the starting time of an employee for the next day by up to one and a half (1½) hours either side of regular starting time, if an employee is advised prior to leaving work on the previous day, provided that the time worked is within the ordinary span of hours from 5.00am to 6.00pm.
- In keeping with the flexible working arrangements that are required to meet the fluctuating demand of the transport industry, the company wishes to consider implementation of a 76-hour working fortnight where such hours are accrued, at the base rate, at any time within the span of ordinary hours. The consultative committee will consider such a proposal with a view to establishing guidelines acceptable to both parties within the period of this agreement.
- A Travel Allowance of \$85.00 per night for trucks with sleeper cabins, and \$100.00 per night for trucks without sleeper cabins, will be payable on any occasion where the employee is unable to return to his/her home base.

It is policy that such allowances be paid into the employee's salary for the week, or made available electronically. Cash will only be provided in extreme circumstances where no alternatives exist.

- An employee required to commence work 2 hours or more before their agreed starting time on a normal working day (as defined above), where their costs are not otherwise being met by the Company by way of a Travel Allowance or similar reimbursement, shall be entitled to payment of one (1) meal allowance as a minimum. Where employees are not engaged on shift work, a single meal allowance will be paid where personnel are required to commence work before 5:00 am on a normal working day. This clause is included to clarify meal allowances entitlements only. As such it sets a minimum and shall not be read as providing additional entitlements to any other entitlements provided for under this EBA

Application of the above changes will be reviewed after the first three (3) months' operation as part of the consultative committee's regular meeting agenda.

17.0 ATTENDANCE

Employees shall be entitled to 5 days ordinary working time as paid sick leave in the first year, then 8 days per year thereafter.

To be entitled to paid sick leave the employee must furnish to the Company such evidence as the employer may reasonably desire that the employee was unable, on account of illness or injury, to attend for duty on the day or day for which sick leave is claimed. In any event a Doctor's Certificate must be obtained and submitted if the following occurs:

- a. An employee is off work for two or more consecutive days;
- b. An employee has a sick day before or after a Public Holiday or a Rostered Day Off.

Unused sick leave shall accumulate and be paid out each year, once a block of 10 sick days is accumulated. Anything over the ten (10) days is payable.

Notification – Reasonable Efforts

Employees are to make all reasonable efforts to notify their supervisor of their absence prior to commencement of their normal working shift. Reasonable notification is defined as direct contact with a company supervisor at least 1 hour prior to the individual's agreed starting time for that day.

If an emergency takes place and an employee is unable to call in, the employer will make concessions on the above.

Unused sick leave may not be paid out at the end of the year if the above attendance principles are not adhered to.

18.0 AWARD ACCESS

The company will have access to all the current Award conditions.



19.0 CONSULTATIVE PROCESS/COMMITTEE

To facilitate the progression of the Enterprise Agreement a Committee, to be known as the Consultative Committee, will continue to operate. The Committee will comprise an equal number of management and elected workforce representatives. Unless otherwise agreed, this shall be two (2) management and two (2) workforce representatives (which includes at least one (1) Union delegate).

The Committee shall meet not less than once per quarter to:

- a) Oversee the successful implementation and upkeep of the terms of this Agreement.
- b) Develop and progress proposals/suggestions for improved business performance.
- c) To discuss/notify major changes within the Company that will affect the employees under this Agreement.
- d) To discuss and understand current business performance issues.

Any dispute arising from matters under consideration by the Consultative Committee shall be dealt with in accordance with the Dispute Settlement Procedure (Clause 21 of this Agreement).

20.0 NO EXTRA CLAIMS

It is agreed by the parties that up to the nominal expiry date of this Agreement:

- the employees will not pursue any extra wage claims, whether award or overaward;
- the employees will not seek any changes to conditions of employment; and
- this Agreement will cover all matters or claims regarding the employment of the employees.

A handwritten signature in the bottom right corner of the page.

21.0 NO DISADVANTAGE CLAUSE

This agreement will not disadvantage the employees covered by the agreement in relation to their employment conditions or wages. Furthermore, there will not be a reduction in the protection offered under the relevant Award.

22.0 DISPUTE SETTLEMENT PROCEDURE

22.1 The parties to this Agreement will operate under this Dispute Settlement Procedure and it is the intention of the parties that the procedure will be strictly adhered to for any issue, local or national.

In view of the guarantee of the service outlined in sub-clause 22.3, it is specifically acknowledged by the parties that failure to comply with the Dispute Settlement Procedure will remove from the company a considerable benefit of this Agreement.

22.2 The Dispute Settlement Procedure shall be:

22.2.1 All matters shall be attempted to be resolved within the workplace.

22.2.2 The following steps shall be followed until the matter is resolved:

- a) Any matter shall first be discussed between the employee and supervisor;
- b) The union delegates shall consult with the Area Manager on the matter;

22.2.3 If the matter cannot be resolved within the steps identified in sub-clause 22.2.2, discussions involving the State Secretary/Union Organiser, Divisional Manager and relevant company officials shall take place. This could include the Company's Employment Services Department.

22.2.4 If the matter still cannot be resolved, it shall be referred by either party to the New South Wales Industrial Relations Commission (IRC) for conciliation and, where necessary, arbitration. A decision of the Commission shall be accepted by the parties as final, subject to any legal appeal procedures.

22.2.5 During the processes outlined in this provision, there shall be no disruption to the Company's commercial operations.

22.3 Continuity of Service

Consistent with the intent of the Industrial Relations Act 1996, the union and its members employed by the Company undertake that during the life of this Agreement, industrial action will not be utilised to disrupt the availability of labour to work in accordance with the requirements of the Company's business undertakings.

The parties to this agreement recognise that the services the company provides to its customers are often vital to the continuous operation of their processes and, in such cases, represent an essential service. Such work will be identified and agreed by the parties prior to the commencement of this agreement or as the work arises. Such work shall not be disrupted by work bans or stoppages of any kind.

22.4 No party shall be prejudiced as to the final settlement by the continuance of work (ie continuing to work will have no bearing on the outcome of negotiation to settle any disagreement or dispute).

22.5 The circumstances which applied immediately prior to the dispute arising shall continue until final resolution of the matter.

The only qualification to the undertaking for continuity of service is the requirement that work be capable of being carried out in a manner consistent with Occupational Health and Safety requirements.

23.0 TECHNOLOGICAL CHANGE AND QUALITY ASSURANCE

The parties to this Agreement accept the introduction of technological change and quality assurance in the road transport industry as a means of maximising customer satisfaction and reliability of service to those customers. This may involve procedural and documentation changes to be able to provide a better record of the quality of the service provided to customers.

24.0 UNION DELEGATE TRAINING

The company will release the recognised and agreed union delegate for up to ten (10) days paid leave per year to undertake training that will assist in their settlement of disputes role. The time of taking such leave shall be agreed so as to minimise any adverse affect on the employers' operations.

25.0 DURESS

This agreement was not entered into under duress by any party to it.



26.0 INCOME PROTECTION

The parties have agreed to continue the operation of an Income Protection Insurance scheme. The Company will have no responsibility whatsoever with respect to the scheme's operation. Any changes to the scheme, including but not limited to, a change in coverage or increased cost shall be met by the employee.

The wage rates provided for in the attached schedule include a component for income protection insurance and:

26.1 The company will deduct an amount from the employee's base weekly wage as "employee income protection insurance" at the employee's discretion and remit to the appropriate fund, as advised by the union.

26.2 Alternatively, an employee can elect to retain all of the increased amounts in lieu of income protection insurance.

27.0 PAYROLL DEDUCTIONS


The company shall continue to offer payroll deductions for the purpose of Union contributions to the Transport Workers' Union of Australia (NSW Branch).

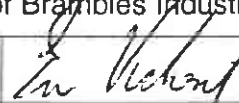
Throughout the term of the agreement the Company will endeavour to develop a mechanism for providing evidence of payment of deducted contributions to various organisations.

28.0 SUPERANNUATION

1. Employer funded superannuation contributions shall be paid into one of the following funds, as nominated by the employee:-
 - Transport Workers' Superannuation Fund; or
 - Brambles' Superannuation Trust.
2. Once an employee has nominated the fund into which contributions are to be directed, the employee may not seek to change that nomination for the life of this Agreement.
3. Superannuation contributions by the Company shall be the rate stipulated under the Superannuation Guarantee Levy.

29.0 SIGNATURES OF THE PARTIES TO THIS AGREEMENT:

Signed for and on behalf of the Transport Workers Union, NSW Branch:	
Signature:	
Name in full (printed):	A. Shelton.
Position:	State Secretary
Date:	20/03/03

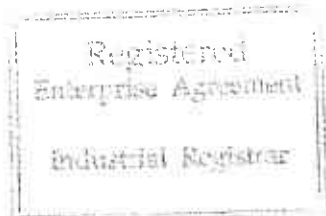
Signed for and on behalf of Brambles Industrial Services, Port Kembla:	
Signature:	
Name in full (printed):	ERIC VICKREY
Position:	EXECUTIVE GEN MAN
Date:	30/1/03

Handwritten mark

SCHEDULE A - WAGES

The following wage rates shall apply from the **first full pay period** on or after the following:

	Current	Date of certification	12 mths after date of certification	24 mths after date of certification
Grade 1	\$528.36	\$549.49	\$571.47	\$582.90
Grade 2	\$546.81	\$568.68	\$591.43	\$603.26
Grade 3	\$559.59	\$581.97	\$605.25	\$617.36
Grade 4	\$570.71	\$593.54	\$617.28	\$629.63
Grade 5	\$599.44	\$623.42	\$648.35	\$661.32
Grade 6	\$606.67	\$630.94	\$656.17	\$669.30
Grade 7	\$628.54	\$653.68	\$679.83	\$693.43
Grade 8	\$673.13	\$700.06	\$728.06	\$742.62



A handwritten signature in the bottom right corner of the page.

SCHEDULE B - INCENTIVE/BONUS SCHEME

The following are the maximum bonuses payable against performance as specified in Clause 10. The percentage paid will be calculated quarterly and paid on base pay rates.

Safety (Clause 10.1)	0.50%
Customer Complaints (Clause 10.2)	0.25%
Vehicle Care/Accidents/Damage (Clause 10.3)	0.25%
Total	1.00%

