

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/120

TITLE: Brambles Industrial Services Port Kembla TWU Enterprise Agreement 2005

I.R.C. NO: IRC6/715

DATE APPROVED/COMMENCEMENT: 28 February 2006 / 28 February 2006

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**NEW AGREEMENT OR
VARIATION:** Replaces EA03/113.

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Brambles Industrial Services, a division of Brambles Australia Limited, engaged at the Port Kembla site, who fall within the coverage of the Transport Industry (State) Award.

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

Brambles Industrial Services

PORT KEMBLA - WU

ENTERPRISE AGREEMENT

2005

1.0 TITLE

The Agreement shall be referred to as the Brambles Industrial Services Port Kembla TWU Enterprise Agreement 2005.

2.0 ARRANGEMENT

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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 six (36) calendar months.

Six (6) months prior to 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 NSW.

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.
- 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 and inspection reports. 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 two components:

- 1) Safety;
- 2) Customer Development;

10.1 Safety

A bonus as specified in the attached schedule will be paid to employees quarterly for meeting safety observation targets. All permanent employees must complete a minimum of 4 safety observations per month, i.e. 12 for the quarter.

10.2 Customer Development

A bonus as specified in the attached schedule will be paid to employees quarterly for a minimum of 5 new work contacts per month (15 per quarter). These contacts can be for additional work with existing customers or new customers.

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

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 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.

13.0 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.

14.0 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.

15.0 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.
- ◆ 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.
- ◆ 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.
- ◆ A Travel Allowance of \$90.00 per night for trucks with sleeper cabins, and \$105.00 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.

16.0 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 in July, 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.

17.0 AWARD ACCESS

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

18.0 CONSULTATIVE PROCESS

Consultation will occur with employees where major changes within the Company that will affect the employees under this Agreement.

19.0 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.

20.0 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.

21.0 DISPUTE SETTLEMENT PROCEDURE

21.1 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.

21.2 The Dispute Settlement Procedure shall be:

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

21.2.2 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;

21.2.3 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.

21.2.4 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.

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

21.3 Essential Services

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 has been identified and agreed to by the parties prior to the commencement of this agreement (refer Schedule C). Such work shall not be disrupted by work bans or stoppages of any kind.

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

21.5 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.

22.0 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.

23.0 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.

24.0 DURESS

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

25.0 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:

25.1 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 employee.

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

26.0 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.

27.0 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
 - Mercer 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.

28.0 TRAINING

Brambles Industrial Services recognises the value of accredited training for drivers. Where a driver request, BIS will train and issue all Drivers who have completed the appropriate level of training a Blue Card, which will record the level of training achieved.

29.0 SIGNATURES OF THE PARTIES TO THIS AGREEMENT:

Signed for and on behalf of the Transport Workers Union, NSW Branch:	
<i>Signature:</i>	
<i>Name in full (printed):</i>	
<i>Position:</i>	
<i>Date:</i>	

Signed for and on behalf of Brambles Industrial Services, Port Kembla:	
<i>Signature:</i>	
<i>Name in full (printed):</i>	
<i>Position:</i>	
<i>Date:</i>	

SCHEDULE A - WAGES

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

	CURRENT	DATE OF CERTIFICATION 4.5%	12 MTHS AFTER DATE OF CERTIFICATION 4.0%	24 MTHS AFTER DATE OF CERTIFICATION 4.0%
Grade 1	\$582.90	\$609.13	\$633.50	\$658.84
Grade 2	\$603.26	\$630.41	\$655.62	\$681.85
Grade 3	\$617.36	\$645.14	\$670.95	\$697.78

Grade 4	\$629.63	\$657.96	\$684.28	\$711.65
Grade 5	\$661.32	\$691.08	\$718.72	\$747.47
Grade 6	\$669.30	\$699.42	\$727.40	\$756.49
Grade 7	\$693.43	\$724.63	\$753.62	\$783.76
Grade 7a	\$694.99	\$726.26	\$755.31	\$785.52
Grade 8	\$742.62	\$776.04	\$807.08	\$839.36

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 Development (Clause 10.2)	0.50%
Total	1.00%

SCHEDULE C - ESSENTIAL SERVICES

The following listing identifies tasks that the parties agree are essential services. The provisions of Clause 21.3 “Essential Services” of this agreement will apply to these services in cases of dispute.

1. 8-wheel tipper located at the BOS working for the BOS labour gang transporting feed material to the BOS 24 hours 7 days.
2. 8-wheel flat top working at the BlueScope Steel Slab Caster warehouse delivering refractory materials 24 hours 7 days.

SCHEDULE D - OUR MISSION, VALUES AND PEOPLE PROMISE

OUR MISSION IS ...

- To be the world’s leading provider of innovative business solutions in support services.
- To use outsourcing expertise to add exceptional value in the eyes of our customers.
- To create superior shareholder value through our people and their enterprising spirit.

OUR SHARED VALUES ARE ...

All things begin with the customer

We believe in people and teamwork

We have a passion for success

always acting with integrity and respect for the community and the environment.

BRAMBLES PEOPLE PROMISE ...

From Brambles to You

- Explanation of Brambles' and Brambles' Mission, Goals and Values
- Explanation of what is expected of you in terms of achievement and behaviour
- Regular, honest and constructive feedback about your performance and career opportunities
- A development plan to help you to use your talents and improve your skills

From You to Brambles

- Commitment to Brambles' Goals and to deliver what is expected of you
- Demonstration of behaviour and ways of working consistent with our Values
- Regular, honest and constructive feedback about how you are doing, how the business can do better and any support you need
- Commitment to develop yourself and use your talents to the fullest

SCHEDULE D: EMPLOYEE PERFORMANCE & BEHAVIOUR CODE

This clause is a summary and should be read in conjunction with the full copy of the Employee Performance and Behaviour Code.

Aims

This Code aims to provide a system for identifying and maintaining acceptable employee behaviour and rectifying persistent poor work performance in a positive way by:

1. Identifying to the employee behaviour that is unacceptable to Brambles' operations.
2. Providing employees, through a counselling and disciplinary process, an opportunity to correct unacceptable behaviour and/or to rectify poor work performance.
3. Ensuring that where unacceptable behaviour or poor work performance persists, despite counselling and disciplinary action, that any termination that may ensue is conducted in a manner that is demonstrably fair and just.

Obligation of Employees

All employees of Brambles operations are expected to:

- Carry out their duties and responsibilities to the limit of their competency and skill.
- Positively contribute to the achievement of the work objectives of their respective business unit.

- Positively participate in approved, relevant training and to provide on the job training to others where appropriate.
- Comply with work practices that are designed to promote the objective of a safe and healthy workplace.
- Comply with all reasonable and lawful instructions.
- Treat peers, other employees of the Company, clients, associates and members of the general community with due respect, courtesy and good manners.
- Comply with the terms, conditions and commitments of this Agreement.

Unacceptable behaviour or poor work performance may include but will not be limited to the following:

- Consistent absenteeism without valid reason.
- Lack of application to duties and responsibilities.
- Derogatory speech or action.
- Failure to comply with legal, safe and reasonable instructions.
- Illegal, dishonest acts which directly conflict with the interest of Brambles' operations.
- Intimidatory acts or assault, whether verbal or physical.
- Drunkenness, intoxication, illicit drug use or possession of alcohol/drugs.
- Conflict of interest with Brambles' services and operations.

Disciplinary Procedures

The following disciplinary procedure shall apply for breaches of the Code. For breaches of the Code all employees shall be subject to a process of:

- Verbal warning/counselling.
- Written warnings/counselling/training/re-training.
- Termination.

Warnings

When issuing warnings (verbal or written) the following matters should be taken into consideration:

1. Employees are to be given the opportunity to have a witness or union delegate in attendance.
2. Employees are to be advised of the nature of the specific issue generating the warning and the Company's expectations in respect to that issue.
3. Employees are to be given an opportunity to respond to the matter(s) raised in (2);
4. Employees are to be advised that disciplinary action will continue should the problem(s) identified not be remedied. In this regard employees should be aware that termination of their contract of employment may ultimately occur.

5. Employees are to be made aware that any written warnings issued will be placed on their personnel file;
6. Ordinarily, three warnings will be issued; one verbal warning and two written warnings, however there may be circumstances where a first and final written warning is warranted or summary dismissal. Each case will be determined on its own merits.
7. Employees are to be asked to sign a copy of the warning; any refusal to do so should simply be noted on the warning document.

Summary Dismissal

In circumstances of serious misconduct i.e. misconduct of a kind such that it would be unreasonable to require the employer to continue the employment during the notice period; the employer may summarily terminate an employee's contract of employment.