

Registered
Enterprise Agreement
Industrial Registrar

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/139

TITLE: Brambles Industrial Services - Transport Workers Union - Newcastle Agreement 1997

I.R.C. NO: 98/1823

DATE APPROVED/COMMENCEMENT: 29 April 1998 and commenced 13 November 1997

TERM: Expires 31 December 1999

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 18

COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees of the company engaged under the Transport Industry (State) Award at the Newcastle site in respect to transport operations

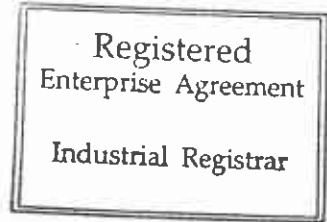
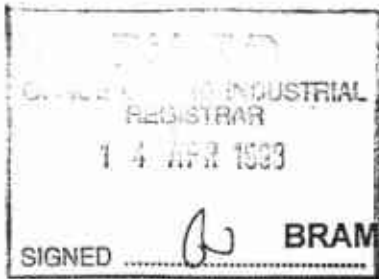
PARTIES: Brambles Australia Limited -&- Transport Workers' Union of Australia, New South Wales Branch

ENTERPRISE AGREEMENT

NO. EA 98/139

DATE REGISTERED 29-4-98

PRICE \$ 36



TRANSPORT WORKERS UNION - NEWCASTLE AGREEMENT 1997

1.0 TITLE

This Agreement shall be referred to as the Brambles Industrial Services - Transport Workers Union - Newcastle Agreement 1997.

2.0 ARRANGEMENT

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3.0 PARTIES BOUND

This Agreement shall be binding upon:

- a) Brambles Australia Limited trading as Brambles Industrial Services (Newcastle) hereinafter referred to as "the company".
- b) The Transport Workers' Union of Australia (New South Wales Branch), its officers and people eligible to be members employed by Brambles Industrial Services Newcastle.

4.0 APPLICATION AND INCIDENCE OF AGREEMENT

- 4.1 The industry and callings covered by this agreement are those generally referred to as transport.
- 4.2 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 by the full bench of the Commission for the 15% wage package in December 1996.
- 4.3 Provided that the terms of this Agreement shall apply to the extent of any inconsistency with the provision of the aforementioned awards.

5.0 DURATION OF AGREEMENT

This Agreement shall come into operation from the date of agreement and shall operate until midnight on the 31st December 1999. *13 11 97* *RA.*

6.0 DURESS

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

7.0 MATTERS PREVIOUSLY AGREED

- 7.1 The Parties agree that the following issues were included in the previous agreements to justify the wage increases paid under those previous agreements. These issues will continue to form part of this agreement.
- 7.1.1 Safety Net Adjustment of \$8.00 outlined in the State Wage Case 31 December 1993 was passed on in this previous Agreement to all employees covered by the TWU.
- 7.1.2 That the Location Allowance paid from 1 June 1989 for the BHP EBA was absorbed into the phase one wage increase of that agreement. The Location Allowance previously represented a payment of \$6.00 per day.
- 7.1.3 All employees where appropriate will now take meal breaks in the mobile meal rooms now provided for that purpose rather than return to the main employee amenities block on the BHP site.
- 7.1.4 Start times for Carrington General Transport operators will be more flexible with the company being able to start operators from 6.00am to 7.15am with day prior notice by agreement. The first eight hours will be at single time with overtime being at the employees option.
- 7.1.5 Hot Seat Changeover will be required to be undertaken from time to time to effect smooth transition of equipment use to satisfy customer needs and the needs of the business. Employees will continue operating by agreement with the supervisor until their replacement is on site, ready to take over. The appropriate overtime rate will be paid after normal finish time.
- 7.1.6 Operators on BHP site shall load and unload their own vehicles after consultation with yard committee, delegates and supervisors. This will take place on jobs where utilisation of the loader does not warrant a designated driver providing that operators have appropriate licences and are assessed as being capable.
- 7.1.7 Operators on Carrington site shall load and unload their own vehicles. They will use forklifts to load or unload trucks where necessary providing that operators have appropriate licences and are assessed as being capable.

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- 7.1.8** The practice of wash up time shall be abolished where necessary.
- 7.1.9** The requirement for full yard meetings on site shall be called only on petition of 18 employees and with the agreement of the Union. The meeting shall discuss only nominated agenda items unless an issue deemed to be significant by the organiser is raised at the meeting.
- 7.1.10** The past practice of payment of make up pay for less than a 10 hour break shall cease after double shifts. The parties agree to the provision of an eight hour break after a double shift prior to the employee commencing the next shift without make up pay.
- 7.1.11** Casuals to be paid as per the Transport Industry (State) Award.
- 7.1.12** The practice of payment for public holidays excluding Christmas Day and Good Friday at time and one half plus payment of eight hours for the public holiday shall cease and payment shall be on the basis of eight hours at ordinary time for the public holiday plus for all time worked, the first two at time plus one half with the balance at double time rate.
- 7.1.13** A component of 1.79% was included in phase one of wage increase as recognition for past productivity improvements on site.
- 7.1.14** Fuel levels to be checked each shift and refueled as appropriate.
- 7.1.15** Morning teas and lunch breaks will be taken on the job where necessary.
- 7.1.16** A detailed time sheet shall be completed each day.

8.0 DISPUTE AVOIDANCE PROCEDURE

The objectives of the procedures shall be to promote the resolution of disputes by measures based on consultation, co-operation and discussion; to reduce the level of industrial confrontation; and to avoid interruption to the performance of work and the consequential loss of production and wages.



8.1 Dispute Avoidance

- 8.1.1** Supervisors will have regular meetings with employees in their section to discuss any issues either side wishes to raise, to provide feedback on section performance and review quality initiatives.
- 8.1.2** Profit/Cost Centre managers will have a quarterly meeting with their employees to discuss any issues. Profit Centre Managers to provide feedback on profit centre performances, future directions and other relevant issues.
- 8.1.3** The Area Manager will have half yearly meetings with all employees, either as a mass meeting or in separate working groups, to discuss any branch issues and provide feedback on branch performance and future branch issues.
- 8.1.4** These meetings will normally be held just before or just after a shift and all employees would be expected to attend and would be paid at single time for the first hour of the meeting and the applicable overtime rate for time in excess of one hour.

8.2 Dispute Settlement

- 8.2.1** Any dispute not avoided through the preceding procedures would be dealt with in the following manner:
 - 8.2.1.1** An individual employee with a grievance shall raise the matter with his supervisor. The supervisor will make every effort to respond within 24 hours. The employee may be represented by the Union representative.
 - 8.2.1.2** In the event of any industrial dispute, the representative of the Union on the job and the relevant Supervisor shall attempt to resolve the matters in issue in the first place.
 - 8.2.1.3** In the event of failure to resolve the dispute at job level, the matter shall be the subject of discussions between an organiser of the union and the relevant Manager.
 - 8.2.1.4** Should the dispute still remain unsolved, the Sub-Branch Secretary of the Union or his representative will confer with the Area Manager.

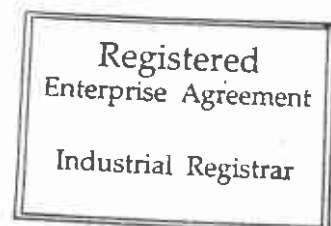
- 8.2.1.5** Status Quo applying immediately prior to the issue shall apply until resolution. This will not apply in relation to disciplinary issues where the code of conduct has been followed.
- 8.2.1.6** In the event of no agreement being reached at this stage the dispute will be referred to the Industrial Commission of New South Wales for resolution.
- 8.2.2** In order to allow for the peaceful resolution of disputes, the parties are committed to no stoppages of work, lock outs, or any other bans or limitations on the performance of work while the procedures of negotiation and conciliation set out herein are being followed.

BHP site only

- 8.2.3** If the previous dispute resolution procedures fail to settle a claim, issue or dispute and industrial action is intended which will interrupt or delay BHP Rod, Bar and Wire Division operations, then no such industrial action will occur until the expiry of 10 days from the time a written notice of such intended action has been given to the Company by the relevant union official.
- 8.2.4** When Brambles' employees are working within the boundaries of BHP Rod, Bar & Wire Division operations and the BHP employees enter upon direct industrial action, Brambles' employees will continue to work normally where:
- 8.2.4.1** The work is in the terms and specifications of a specific fixed price contract, whether described by BHP as "capital", "maintenance" or "service" work and;
- 8.2.4.2** Work can be continued without carrying out any work of the BHP employees on strike.

8.3 Understanding Procedure

The Company and Union will undertake a joint education process to ensure all employees understand the above procedures.



9.0 MULTI-SKILLING

It is the intention at Brambles Industrial Services Newcastle that all employees be given the opportunity to achieve their full potential and enrich their working life by acquiring a wide range of skills relevant to their branch.

9.1 Employees will have the ability, through company provided training to develop and extend their skills. Where availability and resources permit, employees shall be given the opportunity to spend time in other vehicles to train on them.

9.2 Employees would be paid their normal pay rate while filling a short term vacancy, unless the position they are filling has a higher rate, in which case they will get that rate.

10.0 PAYMENT OF WAGES

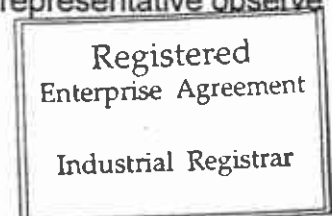
Wages shall be paid weekly by means of Electronic Funds Transfer to approved Financial Institutions and accounts nominated by the employees.

11.0 APPOINTMENT, TRANSFER AND PROMOTION

11.1 The initial criteria for appointment, transfer or promotion will be that of merit of the candidate. Such merit will be measured in terms of skills, qualifications and overall best fit for the position.

11.2 Where two or more candidates are considered of equal merit then other relevant criteria such as seniority would be considered:

11.3 If employees or potential employees are given a practical test in assessing their merit, then they may have a union representative observe this test if they wish.



12.0 PERFORMANCE INDICATORS

12.1 The parties are committed to the aims of Enterprise Bargaining and have agreed to have the Consultative Committee develop Performance Indicators on an ongoing basis in areas as may be identified from time to time that are of benefit to all parties to this agreement.

The following will be the initial Performance Indicators to be monitored but others may be added or deleted over the life of the agreement as decided

by the Consultative Committee and management. These agreed Performance Indicators will be displayed monthly and the Consultative Committee will meet quarterly to review their progress and examine ways to improve results if required.

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12.2 Improve safety performance

How measured:

- Number of reported incidents
- Lost time injury rate
- Vehicle damage costs

Base measure

- Last 12 months figures

12.3 Improve customer satisfaction

How measured:

- Number of Non Conformance Reports (NCR'S)

Base measure

- Last 12 months figures

12.4 Improve business performance

How measured:

- Total cost per hour of hire

Base measure:

- Last 12 months figures

13.0 MEAL TIMES

13.1 Meal breaks on day work shall be 30 minutes, taken between the hours of 12 noon and 2.00pm or as otherwise agreed to suit the customers' reasonable requirements. Day worker lunch breaks shall be taken as unpaid time, Monday to Friday.

Meal breaks on all other shifts shall be 20 minutes which shall be paid time. Meal breaks shall be taken to suit the operating conditions of the customer where the work is being carried out.

13.2 Tea Breaks

In the event that the customer allows a tea break, the break shall be taken on the job and at a time to suit the operations of the customer.

14.0 TECHNOLOGY FOR BUSINESS IMPROVEMENT

Where there is technology available that can assist in the improvement of the business, e.g. Fleetcom, then employees will co-operate fully in the use of such technology so that it is used to its full advantage.

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15.0 HOURS OF WORK

By agreement employees can be given different start times to suit the workload of the business. The earliest start to be 6.00am and the first eight hours will be worked at single time.

16.0 SAFETY COMMITMENT

All parties to this agreement are committed to a safe workplace with the belief that no one should ever be injured at work. Employees will perform all safety related duties as required by Brambles, WorkCover and our customers.

17.0 INDUCTIONS

It is a requirement of BHP to attend inductions and refresher inductions to be able to work on site at all BHP departments.

Employees will keep track of their inductions and inform their supervisor in advance of inductions falling due for renewal.

Employees will make themselves available for inductions outside of normal working hours when necessary and the first two hours each year would be unpaid. All other time spent on inductions would be paid at the appropriate rate.

18.0 SPECIALIST TASKS ON OVERTIME

It is acknowledged that certain tasks require specialist knowledge. Only those who are recognised as having this specialist knowledge will be allocated to these tasks on overtime.

The yard committee will be given a list of these specialist tasks and those qualified to perform them.



19.0 CODE OF CONDUCT

19.1 Aims

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

- 19.1.1 Identifying to the employee behaviour that is unacceptable to Brambles Newcastle.
- 19.1.2 Providing employees, through a counseling and disciplinary process an opportunity to correct unacceptable behaviour and/or to rectify poor work performance.
- 19.1.3 Ensuring that where unacceptable behaviour or poor work performance persists, despite counseling and disciplinary action, that any termination that may ensue is conducted in a manner that is demonstrably fair and just.

19.2 Obligation of Employees

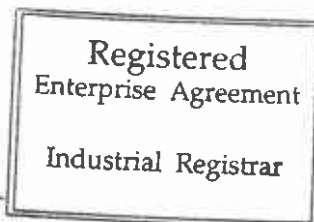
All employees of Brambles Newcastle are expected to:

- 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 Brambles Newcastle, clients, associates and members of the general community with due respect.
- Comply with the terms, conditions and commitments of the Enterprise Agreement.

Unacceptable behaviour or poor work performance may include but 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 or acts which directly conflict with the interest of Brambles Newcastle.
- Intimidatory acts or assaults.
- Drunkenness, intoxication and illicit drug use
- Conflict of Interest



19.3 Disciplinary Procedures

The following disciplinary procedure shall apply for breaches of the Code of Conduct.

For breaches of the Code of Conduct all Brambles Newcastle employees shall be subject to a process of:

- Verbal warning/counseling
- Written warnings/counseling/training/re-training
- Termination
- In cases of serious breaches the first warning may be a written warning.

19.4 Warnings

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

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- a) Employees are to be given the opportunity to have a witness or union delegate in attendance.
 - b) Employees are to be advised of the nature of the specific issue generating the warning and Company's expectations in respect to that issue.
 - c) Employees are to be given an opportunity to respond to the matter(s) raised in (b).
 - d) 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.
 - e) Employees are to be made aware that any written warnings issued will be placed on their personnel file.
 - f) 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.

19.5 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 Company may summarily terminate an employees contract of employment.

20.0 HOUSEKEEPING

Employees shall as necessary and as directed comply with the following:

20.1 Paperwork

All paperwork requirements of the Company will be completed on a daily basis with acceptable attention to detail, accuracy, neatness etc.

20.2 Presentation

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20.2.1

Personnel

All employees will wear so far as practicable the company issued uniforms, and safety gear and will be well spoken to customers, helpful, informative and co-operative.

20.2.2

Equipment

Vehicles to be cleaned, gear checked regularly, defects reported on D.V.R.'s and minor maintenance on vehicles and gear be undertaken as required.

20.2.3

Yard and Ancillary Vehicles

These to be kept clean, checked for water, lubricant, fuel levels and tyre pressures. A written defect report shall be submitted as required. It is the responsibility of all employees, if required, to wash and clean these vehicles. The Company will provide suitable facilities and consumables to encourage the cleaning of the vehicles.

20.3 Depot

All facilities to be kept clean and equipment stowed and parked properly. This work to include general yard clean up duties.

21.0 EQUIPMENT MAINTENANCE

Employees will carry out minor maintenance on vehicles and equipment including replacing light bulbs and other duties they have the required skills to perform.

22.0 USE OF R.D.O. HOURS

If it is found during a day there is not enough work to keep all employees gainfully occupied for the full day (due to rain, cancellations etc.) then employees can be asked to go home with the remaining ordinary hours of the day to be taken from the accrued R.D.O. hours.

This would be by agreement only.

23.0 QUALITY ACCREDITATION

The parties to this Agreement commit themselves to maintaining, improving and following the Quality Assurance programs and procedures.

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24.0 CUSTOMER SERVICE

The parties to this Agreement commit themselves to adhering to the "Charter for Customer Service" as attached in Appendix 1.

25.0 BHP CONTRACT - START & FINISH

Employees working in BHP will, under normal circumstances be at the customer department within 15 minutes of starting time and will not leave unless signed off, before 15 minutes from finishing time. This may be varied by the Supervisor to satisfy safety, production and other specific requirements.

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).

27.0 SUPERANNUATION

27.1 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

27.2 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.

28.0 WAGES RATES

A flat dollar increase for all employees of \$28.00 is based on 5% of the large loader rate.

BHP Transport Operations

Classification	Base Rate	Initial Rate Upon Agreement	Rate 12 months from Agreement
Cleaner	465.97	493.97	521.97
Two Tonne Van	479.57	507.57	535.57
Single Drive Flat Top Truck	488.97	516.97	544.97
Bobcat	527.07	555.07	583.07
Double Drive Flat Top Truck	497.17	525.17	553.17
Small Tippers	518.27	546.27	574.27
Single Drive Prime Movers	523.57	551.57	579.57
Sweepers and Small Loaders	542.97	570.97	598.97
Large Tippers	558.97	586.97	614.97
Double Drive Prime Movers	539.67	567.67	595.67
Large Loaders	560.87	588.87	616.87
B-Double Trailer	572.47	600.47	628.47

Carrington Operations

Classification	Base Rate	Initial Rate Upon Agreement	Rate 12 months from Agreement
Labourer	461.86	489.86	517.86
Fork (Small 4 tonne)	476.20	504.20	532.20
Fork (Medium 7 tonne)	486.15	514.15	542.15
Fork (Medium 11.5 tonne)	494.79	522.79	550.79
Fork (Large)	522.69	550.69	578.69
Semi-Trailer	539.67	567.67	595.67
Shed to Shed	560.07	588.07	616.07
Float	561.36	589.36	617.36

29.0 EXTRA CLAIMS

- 29.1 The parties to this agreement will not make claims for improvements in wages and conditions except where consistent with the processes identified in this agreement.
- 29.2 Any wage adjustments defined in accordance with future State Wage Case decisions which may be concerned during the life of this agreement will be absorbed into any increases paid or allowance under this agreement.
- 29.3 Provided that should general community movements including State Wage Case decisions substantially differ from those available under this agreement, the parties may review this position.

30.0 RENEGOTIATION OF AGREEMENT

The parties will meet to commence negotiations on a new agreement six months prior to the expiration of this agreement.

Additional to the above a review of this agreement shall occur in the event of any unusual circumstances such as the introduction of a Goods and Service Tax.

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.



BRAMBLES INDUSTRIAL SERVICES

CHARTER FOR CUSTOMER SERVICE



All employees of Brambles Industrial Services recognise that to maintain and grow our business requires excellent working relationships to be developed with all our customers. Although our BHP contract is with one overall customer, there are many departments that make up our actual day-to-day customers. It is only through an excellent relationship with each of these departments that we satisfy the overall customer. The observance and following of a few major factors are critical to these relationships with BHP and our other customers that we rely upon so much.

- Always be courteous to the customer (even though sometimes they may not return this.)
- Be helpful in assisting them to solve their problems. But if you don't know call for assistance.
- Do not complain about our company in front of customers or third parties. Everything is not always right but it doesn't do our business any good telling that to others. Use internal channels of communication to solve our differences.
- Tell anyone who wishes to listen about the good things happening in our company.
- Get on with the job. Customers and others do not like seeing expensive machinery and people idle. If nothing to do then find something productive to do. i.e. clean the equipment.
- Wear uniforms in a neat and tidy manner.
- Always act in a safe and professional way.
- Do what you tell people you will do. Don't make promises you cannot keep.
- If a mistake is made then admit it and then go about fixing the problem.
- Work as a team.

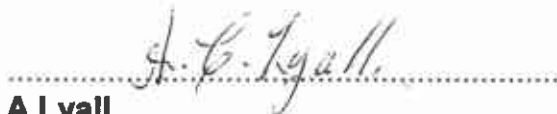
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M Apthorpe
Regional Manager - Northern NSW



S Hutchins
State Secretary - TWU



A Lyall
Sub-Branch Secretary - TWU