

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/278

TITLE: Brambles Catherine Hill Bay Enterprise Agreement

I.R.C. NO: 98/4968

DATE APPROVED/COMMENCEMENT: 21 September 1998

TERM: Expires 1 July 2000

**NEW AGREEMENT OR
VARIATION: New. Replaces EA 94/298**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to transport drivers at the Catherine Hill Bay NSW site

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





Registered
Enterprise Agreement
Industrial Registrar

BRAMBLES
CATHERINE HILL BAY
ENTERPRISE AGREEMENT

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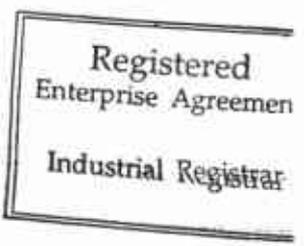
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Enterprise Agreement dated the/

Between:-

Brambles, Catherine Hill Bay and
Transport Workers Union of Australia, New South Wales Branch.



INTRODUCTION

This Agreement is between Brambles Coal Services and the Transport Workers Union at the Catherine Hill Bay site. The Agreement will stand alone and not set a precedent nor reflect agreements, for or at any other Brambles site.

This Agreement recognises the changes in operational requirements to ensure a continuity of service to the site.

Unless stated in this Agreement the terms of the Transport Industry (State) Award and the Transport Industry (Wages) Award or their successors will apply.

DURATION

This Agreement expires on the 1st of July 2000.



1. RATES OF PAYMENT

a) Truck Drivers

\$15.03 per hour, plus coal allowance of \$8.10 flat per day from date of registration.
 \$15.78 per hour, plus coal allowance of \$8.10 flat per day from the 1st of July 1999.

b) Loader Drivers

\$15.61 per hour, plus coal allowance of \$8.10 flat per day from date of registration
 \$16.39 per hour, plus coal allowance of \$8.10 flat per day from the 1st July 1999.

c) The mixed functions clause (30) of the Transport Industry (State) Award shall be paid when applicable. The hourly rates above shall apply to all leave.

2. SHIFT STRUCTURE

a) To suit operational requirements a ten (10) hour shift will be a standard shift however it may be necessary to reduce the shift to eight (8) hours or extend it to twelve (12) hours. All ordinary hours work will be paid at the agreed rate in clause (1), but shall also accrue the appropriate overtime and penalty rates in the award.

Those employees who wish to work a shift of eight (8) hours only, will advise their intention to do so, were reasonably practical prior to the end of the previous days shift.

b) Day Shift

Under ordinary conditions day shift will commence at 5.00 am from Monday to Friday.

Should it be necessary due to changes in operations, it is agreed that starting times may be altered with notice given prior to the end of the previous shift. Such starting times may vary between 5.00 am and 7.00 am.

To assist in maintaining 24 hour operation, it is agreed that a minimum of four (4) permanent drivers will be available to start at 3am. When required these people will be paid early morning shift allowance.

c) Afternoon Shift

Under ordinary conditions, a noon shift will commence at 3.00 pm from Monday to Friday.

Should it be necessary due to changes in operations, it is agreed that starting times may be altered with notice given prior to the end of the previous shift. Such starting times may vary between 1.00 pm and 3.00 pm.

The first eight hours will be paid at single time with Afternoon Shift allowance applying. The next two hours will be paid at time and a half. If additional hours are required to be worked they will be paid at double time.

To assist in maintaining continuous operation it is agreed that a minimum of four (4) permanent drivers will be available to continue manning vehicles until 3.00 am to enable continuous operation when required.

Special Conditions

Afternoon Shift Allowance (17½%) will apply to work commenced between 4.00 pm and 11.00 pm

Night Shift Allowance (30%) will apply to work commenced after 11.00pm.

Casuals starting at or after 5.00 pm may continue to work until 5.00 am providing the four 3.00 am permanents have been engaged.

d) Weekend Shifts

Under extra ordinary conditions it may be necessary from time to time to make labour available on weekends (Saturday or Sunday). This will be seen as optional overtime and shift starting times may vary. The following rates shall apply:-

Saturday The first two (2) hours paid at time and a half, the remaining hours at double time.

Sunday All hours paid at double time.



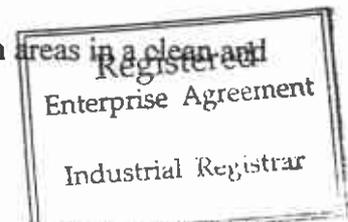
3. OVERTIME

- a) Overtime Relates to work outside ordinary shift times as required by customer service by Brambles, Catherine Hill Bay depot. The allocation of overtime will be based on the total hours worked during the current pay week for Monday to Friday overtime. For weekend overtime, the allocation of overtime will be based on the total hours worked during the current pay week plus the hours worked in the previous week. Employees with the least number of hours will get priority, with permanents having priority over casuals.
- b) Availability Each permanent employee shall make himself available for a reasonable amount of overtime. Rest breaks of ten (10) hours shall occur.
- c) Nominations Persons wishing to make themselves available for weekend overtime will have their names on the notice board by 5.00 am on Friday, and for weekday overtime prior to the end of the preceding shift.
- d) Allocation Consistent allocation of overtime for all employees, recognising the need for flexibility of plant and equipment operations.

4. MEALS

- a) A well equipped meal area is provided on site. Drivers are requested to use this facility. Company vehicles must not be taken off the site during meal breaks.

- b) Meal Breaks. The continual production of Coal Operations Australia Limited Coal Preparation Plant requires a base fleet to be available at all times. This means a system of staggered breaks. Meal break allocations will be determined by the supervisors to ensure all drivers receive adequate breaks within an acceptable time frame. Under normal conditions meals will be taken between 9.00 am and 11.00 am for day shift and 7.00 pm and 9.00 pm for afternoon shift. For 5.00 pm starters meals will be taken between 7.00 pm and 11.00 pm. As a result of the flexible staggered meal break arrangement, drivers are paid for all hours worked including their meal break, and a half an hour extra at the appropriate penalty rate.
- c) It is the responsibility of all drivers to keep the meal and kitchen areas in a clean and tidy condition.



5. EXERCISE BREAK – Back Care Program.

A ten (10) minute break will be organised between the supervisor and the driver during the longest period of a 10 hour shift. The parties recognise that there are mutual obligations under the OHS Act for the prevention of workplace disabilities. The parties are committed to a Back Care program and a purpose designed facility is available on site for all drivers to participate in this program.

6. CASUALS

- a) Casual employees shall be paid the rate specified in Part B for the appropriate classification specified in Clause 1 of this award, and in addition 15 per cent of such rate.
- b) Irrespective of hours worked, a casual employee shall be paid a minimum of four hours work for each start.

7. TRAINING

The parties are committed to ongoing training and restructuring. The Consultative Committee will meet on a regular basis to discuss site needs and employee career paths.

The Company will purchase all relevant Workcover permits. Priority for training will be determined by the Company. The current process of consultation will continue. There will be a trainer / assessor site, the position will initially be offered to current employees.

Vehicle allocation will be allocated by management on a skills basis daily. Operation needs will be a criteria in determining allocation, however drivers lacking the required skills will be offered training to acquire those skills.

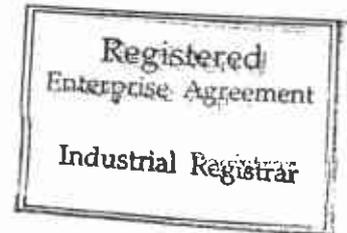
8. SUB-CONTRACTORS

The parties recognise that Company trucks will work in preference to sub-contractors for the duration of the current contract, sub-contractors will abide by site hours and conditions when engaged.

9. EXISTING FLEXIBILITY'S

The following existing flexibility's should also form part of the Agreement:-

- a) Nil wash up time
- b) Nil crib break (morning & afternoon team)
- c) Nil meal allowance
- d) Flexible meal breaks
- e) EFT for payment of wages
- f) Nomination of daily overtime prior to end of previous shift



10. CONSULTATIVE COMMITTEE

- a) A Consultative Committee will be formed to identify key performance indicators for future shared productivity gains.
- b) The Consultative Committee shall consist of two (2) employee and two (2) employer members, and shall meet on a regular basis. A quarterly assessment of the Consultative Committee will be presented to all employees.

11. FUTURE AGREEMENTS

The parties agree to commence discussion at least 6 months prior to the end of this agreement on terms and conditions for a future agreement.

12. DISPUTE PROCEDURE

Subject to the Industrial Relations Act 1996, any dispute shall be dealt with in the following manner:-

- a) In the event of an industrial dispute, the representative of the Union on site and the Transport Supervisor shall attempt to resolve the matters in issue on the first place.
- b) In the event of failure to resolve the dispute at job level the matter shall be subject to discussions between the TWU Organiser and Transport Manager.
- c) Should the dispute remain unsolved the Secretary of the Union or his representative will confer with Senior Management.
- d) In the event of no agreement being reached at this stage the parties will seek to have the matter referred to the Industrial Commission of NSW for resolution.

Note: At each level of dispute a twenty four (24) hour cooling off period will operate. All work will continue as normal whilst negotiations are taking place.

If the above processes and consultations have failed and strike action or action is intended, then forty eight (48) hours notice must be given.

13. DURESS

This agreement has been entered into by mutual consent of the parties in accordance with the Act, no duress has occurred.



On behalf of the TRANSPORT WORKERS' UNION OF AUSTRALIA, NSW BRANCH

Steve Hutchins
State Secretary

P.E. Gatin J.P.
Witness

On behalf of BRAMBLES AUSTRALIA LIMITED

[Signature]
Manager Employment Services

[Signature]
G.D. [Signature]
JUSTICE OF THE PEACE