

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/318

**TITLE: Brambles Industrial Services - Port Kembla TWU Clerical
Enterprise Agreement 2000**

I.R.C. NO: 201/6799

DATE APPROVED/COMMENCEMENT: 1 November 2001/23 March 2000

TERM: 36 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 30 November 2001

DATE TERMINATED:

NUMBER OF PAGES: 8

**COVERAGE/DESCRIPTION OF
EMPLOYEES: Applies to all employees engaged by the company**

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

BRAMBLES INDUSTRIAL SERVICES – SOUTHERN NSW

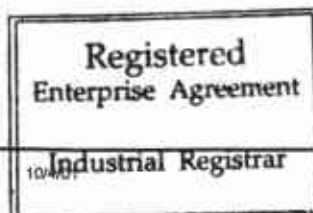
TWU CLERICAL
ENTERPRISE BARGAINING AGREEMENT 2000

1.0 TITLE

The Agreement shall be referred to as the Brambles Industrial Services - Port Kembla TWU Clerical Enterprise Agreement 2000.

2.0 ARRANGEMENT

	<u>CLAUSE NO</u>	<u>Page No</u>
Title	1.0	1
Arrangement	2.0	1
Operation	3.0	2
Relationship to Relevant Award and Previous Agreements	4.0	2
Definitions	5.0	2
Parties Bound	6.0	2
Undertakings	7.0	2
Company Alcohol and Other Drugs Policy	8.0	3
Incentive/Bonus Scheme	9.0	4
Work Apparel	10.0	4
Hours of Work, Shift and Flexibility	11.0	5
Workplace Health, Safety & The Environment	12.0	5
Consultative Process/Committee	13.0	6
No Extra Claims	14.0	6
No Disadvantage Clause	15.0	6
Duress	16.0	6
Income Protection	17.0	6
Technological Change and Quality Assurance	18.0	7
Dispute Settlement Procedure	19.0	7
Rates of Pay	20.0	8



3.0 OPERATION

This agreement shall commence from the first full pay period on or after 23 March 2000, and remain in force for a period of three (3) years.

During the life of this agreement, the wages will be increased by three increments, as shown in the following table, calculated from the applicable rate ruling at 22 March 2000.

23.3.00	23.3.01	23.3.02
+3%	+2%	+2%

Prior to the termination of this agreement, the parties shall review their operation within sufficient time 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 RELATIONSHIP TO RELEVANT AWARD AND PREVIOUS AGREEMENTS

This agreement is to be read in conjunction with the Brambles Clerical & Administrative Employees Award 1995. Where this Agreement is silent, the aforementioned industrial instrument will apply.

5.0 DEFINITIONS

- Company means Brambles Industrial Services
- Employee means an employee of the company
- Union means the Transport Workers' Union of Australia (NSW Branch)

6.0 PARTIES BOUND

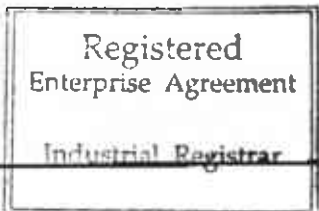
- 1) Brambles Industrial Services – Port Kembla.
- 2) The Transport Workers' Union of Australia and its members employed by the company or employees who are eligible to be members employed by the Company.

7.0 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 Brambles Clerical & Administrative Employees Award 1995.

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) Implementing workplace reforms so as to improve productivity and to aim for the 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.

8.0 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 Consultative Committee will develop an effective set of operating procedures in line with Brambles' Policy on Alcohol and Other Drugs.

Handwritten initials or mark.

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

9.0 INCENTIVE/BONUS SCHEME

As well as the increases included in this Agreement, employees have the opportunity for further financial rewards through an Incentive/Bonus Scheme with the following two components:

- 1) Health and safety - A bonus of 0.75% will be paid to employees quarterly for achieving both:
 - a) zero injuries;
 - b) at the quarterly consultative committee meeting, identifying and implementing a minimum of one OH&S improvement in the administration work environment.

- 2) A bonus of 1.0% will be paid to employees quarterly for achieving the targets set out in the Administrative Timetable. The Consultative Committee is to meet within four (4) weeks of the registration of this Agreement to develop the Administrative Timetable. The timetable will be jointly set for the benefit of all parties, and should be realistic and achievable.

It is anticipated that the Timetable will continue to develop over time, and will be a key tool in the efficient operation of the Administration Department.

The bonus will be calculated by multiplying the base wage during the previous three months by the bonus percentage. The bonus percentage is not cumulative.

10.0 WORK APPAREL

- 1) The company will provide the existing uniform allocation within three (3) months of signing of this Agreement.
- 2) Thereafter the company shall renew uniforms on a fair wear and tear basis, on a one-for-one exchange system.
- 3) Employees shall wear their uniforms at all times during the hours of their employment.



11.0 HOURS OF WORK, SHIFT AND FLEXIBILITY

- 11.1 All persons employed under the Brambles Clerical & Administrative Employees Award 1995 will work a 38-hour week on a 152-hour, 4-week cycle.

By mutual agreement between the parties, flexibility in starting times and spread of hours may be arranged. Overtime may be accrued at the appropriate overtime rate for all time worked over thirty-eight (38) hours in any one week, and for all time worked outside the ordinary hours of work.

- 11.2 Persons employed prior to the Brambles Clerical & Administrative Employees Award 1995 will work a 35½-hour week on a 142-hour, 4-week cycle.

By mutual agreement between the parties, flexibility in starting times and spread of hours may be arranged. Overtime may be accrued at the appropriate overtime rate for all time worked over thirty-five and a half (35½) hours in any one week, and for all time worked outside the ordinary hours of work.

12.0 WORKPLACE HEALTH, SAFETY AND THE ENVIRONMENT

A dedicated and ongoing commitment is required by all Brambles' 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 1983*, and any amendment thereof, and with Regulations made under the said Act;
- ii) Employees shall ensure all work on Brambles' 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 will comply with relevant environmental regulations and requirements.



13.0 CONSULTATIVE PROCESS/COMMITTEE

To facilitate the progression of the Enterprise Agreement a Committee, to be known as the Consultative Committee, will be formed.

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.

14.0 NO EXTRA CLAIMS

There shall be no extra claims during the life of this agreement, apart from those specified in the agreement. However, a review of this agreement will apply in the event of any significant unforeseen circumstances. The rates and increases in this Agreement will absorb any future increases to the Award by way of State Wage Decisions.

15.0 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.

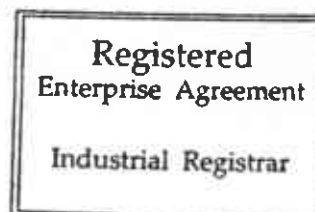
16.0 DURESS

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

17.0 INCOME PROTECTION

The parties have agreed to continue the operation of an Income Protection Insurance scheme in accordance with Brambles Australia Policy and Guidelines.

The wage rates provided for include a component for income protection insurance and:



§

17.1 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.

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

18.0 TECHNOLOGICAL CHANGE AND QUALITY ASSURANCE

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

19.0 DISPUTE SETTLEMENT PROCEDURE

19.1 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.

19.2 The Dispute Settlement Procedure shall be:

19.2.1 All matters shall be attempted to be resolved within the work place.

19.2.2 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.

19.2.3 If the matter cannot be resolved within the steps identified in sub-clause 19.2.2, discussions involving the State Secretary/Union Organiser, General Manager and relevant company officials shall take place. This could include the company's Employment Services Department.

19.2.4 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. The parties as final, subject to any legal appeal procedures shall accept a decision of the Commission.



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

19.3 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. This provision shall be restricted to all issues and provisions covered by the Award and relevant enterprise agreement(s).

19.4 No party shall be prejudiced as to the final settlement by the continuance of work.

19.5 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.

20.0 RATES OF PAY

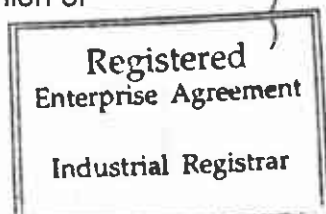
GRADE	CURRENT WEEKLY RATE	3% INCREASE FROM 23/3/00	2% INCREASE FROM 23/3/01	2% INCREASE FROM 23/3/02
Grade 1				
1 st 6 months	496.75	511.65	521.88	532.32
6-12 months	503.23	518.33	528.70	539.27
+12 months	509.84	525.14	535.64	546.35
Grade 2				
1 st 6 months	522.80	538.48	549.25	560.24
6-12 months	529.29	545.17	556.07	567.19
+12 months	535.89	551.97	563.01	574.27
Grade 3				
1 st 6 months	544.92	561.27	572.50	583.95
+6 months	551.53	568.08	579.44	591.03
Grade 4	586.85	604.46	616.55	628.88
Grade 5	631.33	650.27	663.28	676.55
Grade 6	682.18	702.65	716.70	731.03

SIGNED for and on behalf of Brambles Industrial Services, Southern NSW)

[Signature]
.....

SIGNED for and on behalf of the Transport Workers' Union of Australia)

[Signature]
.....



[Handwritten mark]