

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/192

**TITLE: HBL Chemtrans Enterprise Agreement for Port Kembla
Based Drivers 2005**

I.R.C. NO: IRC6/1823

DATE APPROVED/COMMENCEMENT: 24 March 2006 / 1 July 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 2 June 2006

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all drivers employed by HBL Chemtrans Pty Ltd., located at 55 Davies Road, Padstow NSW 2211, who are ordinarily based at Port Kembla and who fall within the coverage of the Transport Industry (State) Award.

PARTIES: HBL Chemtrans Pty Ltd -&- the Transport Workers' Union of New South Wales

ENTERPRISE AGREEMENT 2005

BETWEEN

HBL CHEMTRANS

AND

**TRANSPORT WORKERS UNION
ON BEHALF OF THE**

**PORT KEMBLA
BASED DRIVERS OF
HBL CHEMTRANS**

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1. SCOPE, TITLE AND FORMAL MATTERS

- a) The title of this Agreement is the HBL Chemtrans Enterprise Agreement for Port Kembla Based Drivers 2005
- b) This agreement should be read in conjunction with the Transport Industry (State) Award 2001 (the Award). Where any inconsistency exists between this Agreement and the Award then this Agreement shall prevail. Where this Agreement is silent then the Award shall apply.
- c) The Parties to this Agreement are:
The transport Workers’ Union (the Union) and HBL Chemtrans Pty Ltd (the Company).
- d) This Agreement applies to the Company and the Drivers (the Employees) Of HBL Chemtrans Pty. Ltd. ordinarily based at Port Kembla.
- d) This Agreement shall operate to the exclusion of and shall supersede all Prior Awards with the exception of arrangements provided in sub-clause [b] determinations, orders and agreements and all customs and practices of a port or industry nature, but no right, obligation or liability accrued or incurred under any such provision prior to the commencement of this Agreement shall be affected.
- e) This Agreement shall be submitted to the New South Wales Industrial Relations Commission (the Commission) for certification in accordance with the Industrial Relations Act 1996.
- f) This Agreement shall take effect 1st July 2005 and be retrospectively paid after certification by the Commission, this agreement shall expire 30th June 2008
- g) The Parties agree to discuss and attempt to resolve as early as practicable any ambiguity or uncertainty in the operation of this Agreement which was not reasonably foreseeable at the time of making the Agreement. In the event that the ambiguity or uncertainty is unable to be resolved by discussion, either party may apply to the commission for a variation to the Agreement for the purpose of removing that ambiguity or uncertainty in accordance with S. 43 of the Industrial Relations Act, 1996.

2. PURPOSE OF AGREEMENT

- a) This Agreement establishes a positive direction for the future.
- b) The objectives of this Agreement are to:
 - Contribute to the long-term improvement in the Company’s performance in terms of:
 - Financial viability
 - The highest standards of customer service
 - Safety and quality
 - Process improvement
 - Employment conditions
 - Complying with the Company’s Safety & Health Policy (Attachment “B”)

- Complying with the Company's EEO Policy (Attachment "C")
- Complying with the Company's D & A Policy (Attachment "D")
- Provide an environment that better meets the needs of employees including:
 - Greater predictability of working arrangements
 - Continuity of employment
- Establish an environment where there will be better understanding between the Parties with regard to:
 - The Company's strategic direction
 - Customer needs and expectations.
 - Development and implementation of best practice.

3. PRINCIPLES

The Parties are committed to the following principles as a means of achieving objectives under this Agreement:-

a) Consultation

Consultation is an essential factor in establishing and maintaining productive management-employee-union relationships.

Recognising that management has the principal responsibility to initiate business changes, organisational changes and continual improvement, consultation in future will be as follows:

- i. The Union will be consulted on proposed changes at the formative stage. At this stage, proposals can be altered as a consequence of relevant input.
- ii. Employee views will always be considered objectively.
- iii. Having considered input from all sources, management accepts the responsibility for making final decisions. Management accepts the consequences of its decisions.
- iv. The Parties agree that consultation, in the first instance, will occur through the Depot Consultative Committee comprising management, the Union and an employee representative to focus on , but not be limited to:
 - Effectiveness of this Enterprise Agreement
 - Customer Service Initiatives
 - Depot operation reforms and productivity improvements
 - Safety and environmental management and compliance
 - Adoption of best practice
 - Cultural change
 - Development of team-based work
 - Dissemination of knowledge, experience and skills
 - Development of training initiatives
 - Cost minimisation and removal of waste.

(b) Customer Focus and Continual Improvement

- i. The Parties agree to conger on a program to raise customer focus amongst employees and customers. The Depot consultative Committee will initially consider this matter and make appropriate recommendations including their pro-active involvement in the programme.

- ii. The Parties agree the working arrangements will endeavour to meet customer service requirements and operational considerations. Work practices, which are inconsistent with this objective, will be jointly identified and referred to the Depot Consultative Committee. This does not preclude the right of any party to seek resolution of the matter pursuant to Clause 4 of this Agreement.
- iii. Information Sharing
The Parties agree to work together to develop and maintain a two-way flow of information and to share the following information:
 - i. The Company's strategic direction, key objectives and the role of each employee in achieving the objectives set out in this Agreement.
 - ii. The Company's relative strengths and weaknesses in terms of comparison with Company's competitors and best practice.
 - iii. Customers, their needs and expectations and the extent to which they are being satisfied.
 - iv. Key performance measures and current performance against them.
- iv. Customer Surveys
The Consultative Committee shall participate in the development of survey methodology, process and survey results.

4. DISPUTE RESOLUTION

Clause 24 of the Award to apply subject to the following:-

- a) It is a fundamental requirement of this Agreement and accepted by the Parties, that all Parties will adhere to the dispute resolution procedure set out in this Clause.
- b) In particular, the Union and the Employees undertake as part of this Agreement, to ensure that work will continue pending resolution or determination of any matter in dispute in accordance with the above procedures.

5. PERFORMANCE INDICATORS

The Parties agree to establish performance indicators, measures of performance against them and introduce initiatives to bring about improvements. The indicators to be considered will include:-

- Service
- Financial Performance
- Productivity
- Efficiency and waste removal
- Work Organisation
- Safety

The Parties will, when considering the performance indicators in the depot, link the Performance Appraisal System to those indicators and remuneration (excluding safety). The details of remuneration, methodology and benchmarks will be agreed between the Parties. However, all performance indicators must be:-

- Identifiable

- Benchmarked
- Able to be influenced by employees
- Based upon objective transparent criteria
- Reviewed

6. PERFORMANCE APPRAISAL

Having regard to Clause 5 the Parties are committed to annual written performance appraisals being introduced for all Employees during the term of this Agreement on an agreed basis.

A suitable performance framework will include the provision for:-

- Face to face discussion of performance appraisal between the appraiser and the employee
- Provision for the employee to comment in writing on the performance appraisal report.
- Each employee to be provided with a copy of the performance appraisal report.
- Implementation of a review process whereby performance appraisals are reviewed by the appraiser's superior.
- Provision for involvement of a Union representative to discuss an employee's appraisal at the employee's discretion.
- A suitable appeal mechanism.

7. SAFETY

a) The Parties agree to the following:-

- Review the Company Safety System relating to Sydney depots.
- All employees, new, permanent and casual, to complete an accredited safety induction
- Continued participation in the OH&S Committee
- Implementation of regular safety audits with published results
- To maintain the highest standards of safety
- Regular published recording of safety performance

b) Industrial and Protective Clothing /Safety Equipment

All employees, when at work, are required to wear safety clothing, footwear and equipment as provided by the Company, including long sleeved shirts and long trousers are a requirement in accordance with Operations. Clause 2.4 of the HBL Drivers Manual.

Three sets of work clothing will be issued initially. Damaged clothing will be replaced on a new for old basis. A set of work clothing consists of:-

- i. One shirt
- ii. One pair trousers ,shorts may be ware for long trousers on the condition that the driver also has overalls in his or her possession, the overalls counting as a pair of long pants

One jacket, a pair of safety boots, a hard hat, a pair of safety glasses and safety gloves will also be issued and replaced on a new for old basis. Where an employee has been provided a uniform, he/she shall wear it whenever on duty. Damaged items will be replaced.

In addition the following Personal Protective Equipment (PPE) shall be issued to Drivers:-

- Safety Goggles incorporating a Face Shield
- Canister Face Mask
- PVC Wet Weather Coat and Trousers
- Escape Breathing Apparatus
- Flame Proof Torch
- Safety Vest
- Safety Bag

Damaged or worn PPE items will be replaced.

Where PPE has been issued and there is a requirement to wear and use such equipment, and employee, who fails to wear PPE, may be issued with a final warning of termination of employment in the first instance. A subsequent failure to wear and use PPE may result in termination of employment.

The Company shall be obliged to replace any of the above items if the employee satisfies the Company that the article concerned has been destroyed or rendered unusable without the fault and/or neglect of the employee in the course of carrying out their duties, or that the item concerned was damaged and/or stolen without the fault and/or neglect of the employee or that the employee has outgrown the article concerned and that it is unsuitable for proper use by him/her.

8. REMUNERATION

- a. Wages & Allowances
 - i. Payment of wages and allowances set out in Attachment "A" shall take effect from the first pay period on or after 1st July 05 and be paid from the first full pay period on or after the certification of this Agreement with the NSW Industrial Commission.
 - i. The amounts (payable to an employee pursuant to this Clause) shall constitute the whole of an employee's remuneration to take account of all aspects and conditions of employment unless otherwise expressly provided for in this Agreement.
 - ii. Wages & Allowances as at July 05 are set out in Attachment "A"
 - iii. Revalidation Dangerous Goods Training, Dangerous Goods Re-licencing and Training Drivers
Employees attending driver training, including re-validation of Dangerous Goods licenses, shall be paid at appropriate rates

Travelling and Living Away Allowance
Where a Driver is engaged on work in which it is not practical to return home at night, he/she paid an allowance per night as per Schedule "A".
 - iv. Training Allowance
Where an employee is engaged in providing vehicle operation, site and/or product training to another driver he/she shall be paid an allowance of \$5 for each day training.
 - v. An employee shall not be entitled to receive any other allowances other than those specified in this Agreement. Where new types of work are undertaken by the Company, then the Parties will consult in accordance with Clause 3 (a).
- b. Wages agreed in this Agreement will take account of any wage or salary increase which might otherwise be available as a result of any State Wage Case decision or other general wage adjustments applying as a result of a decision of a Full Bench of the Commission.
- c. A casual employee will be paid wages in accordance with schedule "A" plus 15 percent as well as an additional 1/12 th for ordinary hours only.
- d. Wages are paid weekly by electronic transfer on time to a nominated Bank, Credit Union or Building Society account. A payment advice detailing amounts due and leave entitlements shall be provided to the employee.
- e. No Extra Claims
Subject to Clause 8 (a) (ix), the Union and the Employees undertake not to pursue, during the terms of this Agreement, any extra claim, in relation to award or over award payments.

9. SHIFT TIME & ALLOWANCES

“Shift work” shall mean work extending for at least four (4) weeks and performed in either daily recurrent periods or in regular rotating periods within the limits defined in clause 4 of the award.

For ordinary hours of shift work, shift workers shall be paid the following extra percentage of the rates prescribed for their respective classifications

- a) Day shift
Commences after 6.00am and at or before 9.59am: 0%
- b) Early morning shift
On or after 3.00am and before 5.59am: 12.5%
- c) Afternoon shift
Commences after 10am and at or before 6.59pm: 17.5%
- d) Night shift
Commences after 7pm and before 2.59am: 30%

10. ANNUAL LEAVE

Annual Leave will be scheduled to ensure that there are adequate numbers of Drivers available to service customers' requirements and avoid an over concentration of Drives taking leave at any one time.

To assist programming of Annual Leave, and employee shall nominate his/her preferred dates for taking annual leave by 30th June each year for the following twelve months. Management shall notify employees of its decision in relation to leave arrangements not later than 30th September each year. This requirement may be waived by management where there are special and/or urgent circumstances.

Where an employee(s) applies to take leave during a period and management considers that customers' requirements may be jeopardised if he/she takes Annual Leave during the nominated period, an employee shall be requested to supply an alternative date(s). Notwithstanding the above, Management will endeavour to ensure that all employees have an equal opportunity to access peak holidays periods such as Christmas.

11. FLEXIBLE STARTING TIMES

An employee shall make himself/herself available for flexible starting times provided that he/she has been notified of the starting time prior to or on completion of duty on the working day preceding the next scheduled work period and subject to taking a break in accordance with Clauses 3, 35 and 36 of the award.

Where an employee commences earlier than his/her nominated start time, he/she shall be entitled to be paid at applicable overtime rates.

Under this clause flexible start time means that an employees start time may be altered up to two (2) hours before his/her nominated start time.

12. INTERSTATE WORK

When working on Interstate work an employee, the Driver shall be paid an amount calculated by multiplying the number of kilometres travelled by the wage rate per kilometre as specified in attachment “A”.

The kilometre rate includes an overtime allowance and a disability allowance which compensates for:-

- a) Shift work and related conditions.
- b) Necessity to work during weekends.

- c) Lack of normal depot facilities e.g. lunch room, wash room, toilets, tea making facilities.
- d) Necessity to eat at roadside fast food outlets.
- e) Absence of normal resting facilities and normal bed at night
- f) Additional hazards arising from driving long distances at night and alone.
- g) Irregular starting and finishing times.
- h) Work in rain.
- i) Cleaning of vehicle.
- j) Emergency on the road maintenance.
- k) Minor delays
- l) Overtime.

For the purposes of loading and/or unloading an amount calculated by multiplying the hourly rate set in this agreement by the actual number of hours taken to load and/or unload shall be paid. The employee shall request an appropriate person to sign a demurrage form substantiating the time taken to load and/or unload where it has taken in excess of one (1) hour to load and/or unload.

Where a delay occurs in commencement of loading and/or unloading greater than one hour, an employee shall be paid the time in excess of one hour shall be paid at the appropriate rate. The employee shall request an appropriate person to sign a demurrage form substantiating the period of the delay at the loading and/or unloading site. Where an employee has been delayed more than **one (1)** hours in commencing loading and/or unloading, he/she shall notify his/her Supervisor as soon as practical that a delay has occurred.

Where an employee performs work on a public holiday 7.6 hours pay at ordinary time will be paid in addition to the kilometre rate except for Xmas Day and Good Friday where sixteen (15.2) hours will be paid.

Where an employee may be required to be away from home for a second night, the company will approve and pay for the employee to stay in a conveniently located and appropriate motel.

For every day of eight (8) hours or more worked, an employee covered by this clause shall accrue 24 minutes towards a rostered day off.

Superannuation shall be paid at the nominated superannuation rate for 7.6 hours per ordinary work period.

13. BASE OPERATIONS

Each employee is required to carry out Pre-Trip or Daily Inspections before starting his/her journeys for the day and to sign off applicable control sheet.

An employee shall complete the 'Driver's Work Sheet' throughout the working period recording entries as events occur.

14. SELF LOADING/UNLOADING

Employees shall self load and self unload vehicles at customers' sites provided appropriate training has been given in use of customers' equipment. Drivers shall only be responsible for the operation of the customer's equipment which is directly related to the loading and unloading of product being delivered to customers' sites.

15. DRIVING OF TRUCKS

Management and staff may drive company trucks and equipment to demonstrate work practices or in the case of safety and/or emergency situations.

Qualified service personnel including contractors/subcontractors may drive vehicles were there is an unforeseen shortage of a driver / yardman on a day or for the purposes of road testing and servicing vehicles.

16. HBL DRIVERS' HANDBOOK

Drivers are accountable for proper conduct of their duties as outlined in the HBL Driver's Handbook.

The Parties agree to review the HBL Drivers' Handbook and, where appropriate, make recommendations to HBL's Safety Risk Department.

17. RECRUITMENT

- a) Prior to appointment, successful applicants for permanent employment will undergo a medical examination including hearing assessment. Such medical examinations shall be provided by the Company's medical advisor. Medical examinations will thereafter be provided on a three yearly basis and where practicable be undertaken in conjunction with revalidation medical examinations.
- b) Casual employees will also undertake the same medical examination by the Company's medical advisor prior to initial engagement. Thereafter a three yearly medical examination will apply.
- c) Where the Company needs to recruit new, permanent or casual drivers, it shall:-
 - Advertise the position
 - Screen and interview applicants.
 - Check references and medical fitness for the position
 - Be solely responsible for the selection of the employee.
 - Select employees on the basis of merit in accordance with the job description.

Each successful applicant will be subject to a 3 month probation as a casual. Should the Company consider the performance of the new individual is not satisfactory, the appointment shall not be confirmed and new applicants considered. Where an appointment is not confirmed there shall be no entitlement to severance payment.

18. LOG BOOKS

Where there is a legislative requirement for a driver to complete a notation in his/her log book, the driver shall provide a copy of that record to his/her supervisor as soon as practical after completion of a journey but no later than twenty four (24) hours after completion of the journey.

19. MEAL BREAKS

The Parties agree that the nature of the Company's operations, are such that adequate notice of overtime is provided and meal allowances are not payable under normal circumstances.

The provisions of Clause 8 of the Award are applicable excepting references to the payment of meal allowances.

20. ANTI-DISCRIMINATION

1. It is the intention of the Parties to this agreement to seek to achieve the object in section 3 (f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

Paragraph 2 only applies where the agreement contains a dispute resolution procedure:

2. It follows that in fulfilling their obligations under the dispute resolution procedure set out in this agreement the Parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the Parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
3. Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
4. Nothing in this clause is to be taken to affect:
 - a) Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - b) Offering or providing junior rates of pay to persons under 21 years of age;
 - c) Any act or practice of a body established to propagate religion which is exempted under section 56 (d) of the Anti-Discrimination Act 1977; a party to this agreement from pursuing matters of unlawful discrimination in any State of Federal jurisdiction.
5. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

Section 56 (d) of the Anti-Discrimination Act 1977 provides:

“Nothing in the Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion”

21. RECORDS

The Company shall keep record containing the particulars of the starting and finishing time of the work performed by each employee on the day the amount of wages and all allowances or other payments payable to each employee.

22. MONITORING VEHICLES

Given the Company’s legal responsibility to monitor employees’ driving performances, an employee shall operate monitoring equipment, including logging on and logging off, as directed by management.

23. ROSTERED DAYS OFF

All employees covered by this Agreement are entitled to a Rostered Day off. The Rostered Day off (RDO) system will operate as follows.

Employees put 0.4 of an hour to their RDO account for every standard eight hour shift. This will then accrue so that the employee can take a day off when their accrued entitlement permits. No accrual is made on days of non attendance at work. . Employees are permitted to accrue their leave up to a maximum of 15 days and this leave can be cashed in on top of annual leave or at other times as permitted.

If the RDO is cashed in, the employee must sign a release form and the leave will be added to the pay of that week and taxed along with the week's pay. The taking of RDO's can be agreed between the employee and management but 48 hours notice is normally required.

24. AUTHORISED MEETINGS

During any one calendar year Employees will be paid not more than one hour's pay per meeting to attend not more than two on-site meetings called by the Union or its Delegates. This hour shall be paid at overtime rates, if an employee is on overtime at the time the meeting is held. The intent of payment in this clause is to schedule meetings so as to ensure minimal disruption to company business.

During the three month's prior to expiration of the Agreement, Employees will be paid not more than a total of three (3) hours pay during not more than three (3) site meetings to attend on-site meetings called by the Union or its Delegates to discuss re-negotiation of an enterprise bargaining agreement. This hour shall be paid at overtime rates, of an employee is on overtime at the time the meeting is held. The intent of payment in this clause is to schedule meetings so as to ensure minimal disruption to company business.

25. CUSTOMER SERVICES

Drivers agree not to cause the closure of all or part of a product receiver's operation by preventing the delivery of product unless significant safety issues concerning the operation have not been rectified.

26. MISCELLANEOUS

For the purposes of clarification, provisions as set out in the award shall apply as follows:

- Clause 2.16 - First Aid
- Clause 5 - Overtime
- Clause 6 - Saturday and Sunday Work
- Clause 7 - Travelling and Living Away Allowance CHECK
- Clause 16 - Rostered Days Off
- Clause 17 - Annual Leave
- Clause 18 - Long Service Leave
- Clause 19 - Sick Leave
- Clause 20 - Personal / Carers Leave
- Clause 21 - Bereavement Leave
- Clause 22 - Parental Leave
- Clause 23 - Public Holiday
- Clause 28 - Union Picnic Day
- Clause 30 - Mixed Function
- Clause 34 - Jury Service

Clause 37 - Recall

Clause 38 - Absences From Duty

27. RENEGOTIATION OF THE AGREEMENT

Fundamental to this Agreement is commitment to continued improvement in business performance. Consistent with this objective the Parties will commence discussions for a further Agreement not later than three (3) months prior to expiration of the Agreement.

SIGNED FOR THE COMPANY: _____

WITNESS: _____

DATE: _____

SIGNED FOR THE UNION: _____

WITNESS: _____

DATE: _____

ATTACHMENT "A"

RATES OF PAY

		Effective first pay period on or after			
		Jun-05	1st July 05	1st July 06	1st July 07
		Base	Plus 4%	Plus 8%	Plus 12%
<u>Weekly Rates:</u>	(38 hour week)				
Transport worker	Grade 1	\$572.67	\$595.58	\$618.48	\$641.39
	Grade 2	\$590.63	\$614.25	\$637.88	\$661.50
	Grade 3	\$603.12	\$627.24	\$651.37	\$675.49
	Grade 4	\$614.04	\$638.60	\$663.16	\$687.72
	Grade 5	\$643.68	\$669.43	\$695.17	\$720.92
	Grade 6	\$649.11	\$675.07	\$701.04	\$727.00
	Grade 7	\$672.11	\$698.99	\$725.88	\$752.76
	Grade 8	\$714.00	\$742.56	\$771.12	\$799.68

Interstate Distance (C P K)

Grade 7 and below	\$0.2910	\$0.3026	\$0.3143	\$0.3259
Grade 8	\$0.3071	\$0.3194	\$0.3317	\$0.3440

Allowances

Dangerous Goods per week	\$54.10	\$56.26	\$58.51	\$60.86
Side loader per week	\$27.04	\$28.12	\$29.25	\$30.42
Travelling & Living away Allowance	\$35.60	\$37.02	\$38.50	\$40.05

ATTACHMENT “B”

Safety and Health Policy

HBL values the safety and health of our employees, our customers and the communities in which we operate.

It is HBL’s intention to:

- Not compromise on safety;
- Comply with all legislative regulations;
- Ensure all HBL employees perform their duties at the highest safety and service levels;
- Ensure every delivery is incident free and performed to the highest level of safety;
- Work closely with our customers to ensure safe delivery;
- Identify, assess and manage safety, health hazards and risks of our operations;
- Strive to ensure our equipment is maintained and operated at the highest possible standard to protect our employees, our customers and the communities in which we operate;
- Maintain an integrated management system to apply uniform standards to all operations and personnel;
- Promote continuous improvement of safe work practices across the Group;
- Minimise and control workplace exposure to hazards and risks to employees and other visitors to our sites;

HBL believe employee co-operation and involvement is essential to the success of the HBL Safety and Health objectives and encourage active participation from all employees. HBL is totally committed to this policy and to the strategies and procedures necessary to achieve continuous improvement in the management of safety and health.

DAVID KEANE
Managing Director
9th August 2004

ATTACHMENT “C”

EEO & Affirmative Action Policy

HBL's objective is to ensure that all employees are provided with equal and fair opportunities in terms of employment, promotion, transfer, training and conditions of service during the course of their employment with HBL, regardless of sex, race, marital status, religious or political beliefs

The company will recognize and encourage employees on the basis of abilities, aptitude, qualifications and skills, by implementing and monitoring effective personnel policies and practices.

Specific policies adapted by HBL are as follows:

_ An affirmative action program for women based upon selection of the most suitable applicant male or female, for the position consistent with the objectives of the affirmative action programs.

_ The appointment of joint Affirmative Action/ Equal Opportunity Coordinators - Neville Hoskin and Jennifer Kreuter.

_ All personnel policies and practices will ensure equal and fair application to all employees, specifically considering their impact on women.

_ All recruitment advertising procedures to ensure equal opportunity.

_ The encouragement of staff who feel they have been disadvantaged to take up appropriate training programs to overcome perceived disadvantages.

The company will take measures to identify and overcome any tendency to discrimination in the future, in line with the Affirmative Action Act 1986 as well as State and Federal Laws covering Discrimination, Racial and Sex Discrimination Acts.

DAVID KEANE
Managing Director

ATTACHMENT "D" ***Drug & Alcohol Policy***

HBL is committed to providing a workplace where no employee is under the influence of drugs and alcohol.

To achieve this commitment HBL shall:

_ Provide education and awareness training for all employees with regard to the effects of drugs and alcohol.

_ Undertake random drug and alcohol screening, using saliva based testing;

_ Assist any employees who test positive to the use of drugs or alcohol to overcome their use;

_ Implement disciplinary procedures for employees who test positive to drugs and/or alcohol.

DAVID. B KEANE
Managing Director
30th March 2005