

ENTERPRISE AGREEMENT

NO. EA 98/150
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DATE REGISTERED 1-4-98
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PRICE \$ 34-00
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**REGISTER OF
ENTERPRISE AGREEMENTS**



ENTERPRISE AGREEMENT NO: EA98/150

TITLE: Brambles International Cargo Agreement 1997

I.R.C. NO: 98/1282

DATE APPROVED/COMMENCEMENT: 1 April 1998

TERM: Expires 31 December 1999

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 17

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of Brambles International Cargo, engaged under the Transport Industry (State) Award at the company's Botany depot.

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



ENTERPRISE AGREEMENT

BRAMBLES AUSTRALIA LIMITED

TRADING AS

BRAMBLES INTERNATIONAL CARGO

**Botany
NEW SOUTH WALES**

AND

THE TRANSPORT WORKERS UNION OF AUSTRALIA

NEW SOUTH WALES BRANCH

Effective 25 December 1997

**BRAMBLES INTERNATIONAL CARGO
ENTERPRISE AGREEMENT**



1. Title

This agreement shall be referred to as the Brambles International Cargo Agreement 1997.

2. Agreement

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3. Parties Bound

The Agreement shall be binding upon:

- 3.1 Brambles Australia Limited trading as Brambles International Cargo (hereinafter referred to as "the Company")
- 3.2 The Transport Workers' Union of Australia, New South Wales Branch, its officers and members employed by the Company (hereinafter referred to as "the TWU") and other employees that may be classified under that Award.

4. Application and Incidence of Agreement

- 4.1 The general terms and conditions of employment of persons covered by this Agreement shall be those prescribed by the Transport Industry (State) Award.
- 4.2 Provided that the terms of this Agreement shall apply to the extent of any inconsistency with the provisions of the aforementioned Award. Provided further that no other Agreements shall apply.



5. Duration of Agreement

This Agreement shall come into force from the date of certification of the Agreement and shall remain in force until the 31 December 1999, the expiry date. The parties agree that the provisions of this Agreement will continue to operate whilst negotiations continue for a replacement Agreement. Such negotiations will commence three months prior to the expiry of the existing Agreement.

6. Not to be Used as a Precedent

The parties acknowledge that this Agreement cannot be used in any way whatsoever to obtain similar conditions or benefits in any other operation of Brambles International Cargo or Brambles Australia Limited.

7. Duress

This Agreement has been made without any duress to any party.

8. Consultative Arrangements

A consultative Committee comprised of two employee and two management representatives shall be established in Brambles International Cargo. The Committee will meet on a monthly basis to deal with matters arising out of this Agreement and to maintain effective communications between the Company, its employees and the TWU with a common goal, to reach agreement by consultation.

9. Commitments of the Parties

9.1 This Agreement will be supported in its implementation and adhered to by the TWU at State level.

9.2 The Company commits to adhere to the arrangements embodied in this Agreement and to genuinely bargain in good faith in relation to all future negotiations.

10. No Extra Claims

10.1 The parties to this Agreement accept that claims for improvements in wages and conditions cannot be made during the life of this Agreement, except where consistent with the processes identified in this Agreement.

- 10.2 Any wage adjustments defined in accordance with future national or State wage decisions which may be convened during the life of this Agreement will be absorbed into any increases paid or allowable under this Agreement.

11. Existing Awards and Agreements

- 11.1 In the event of any inconsistency between this Agreement and the Award or any other certified agreements applicable to employees of the Company who are eligible to be members of the TWU, the terms of the Agreement will prevail.
- 11.2 Subject to 11.1 above, the parties will act in strict compliance with the Award and existing certified agreements and in particular will continue to implement and adhere to the terms of any existing EBA's which, where relevant, will continue to be in force in accordance with the provisions of the NSW Industrial Relations ACT 1996 as amended from time to time.

12. Code of Conduct

An agreed code of conduct has been set out in Appendix 1 of this Agreement and is to be adopted and implemented during the life of this Agreement.

13. Dispute Settlement Procedure

- 13.1 The parties to this Agreement will operate under a Dispute Settlement Procedure and it is the intention of the parties that the procedure will be strictly adhered to for any issue.

In view of the guarantee of service outlined in subclause 13.3, 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.

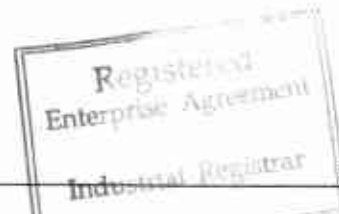
- 13.2 The Settlement of Dispute Procedure shall be:

13.2.1 All matters shall be attempted to be resolved within the work place;

13.2.2 The following steps shall be followed until the matter is resolved;

13.2.2.1 Any matter shall first be discussed between the employee and supervisor;

13.2.2.2 The Union Delegate shall consult with the Branch Manager on the matter;



13.2.3 If a matter cannot be resolved within ~~the steps~~ identified in sub-clause 13.2.2, 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.

13.2.4 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.

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

13.3 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.

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

13.5 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.

14. Basis of Agreement

This Agreement is designed to provide wage movements for employees of the Company on the basis of agreed measures which provide on-going improvements to business performance.

14.1 This Agreement provides the following, subject to:

14.1.1 The implementation of a consultation process in accordance with Clause 8 at each depot/branch, to determine those measures to be implemented to warrant such payments at each depot/branch.



14.1.2 The successful implementation of Clauses 12, 13, 14, 23, 24, 25, 26 and 27 - Matters Agreed - of this Agreement at each depot/branch.

14.1.3 The adoption and implementation of a Code of Conduct which will form part of this Agreement, Clause 12.

14.2 There shall be no further claims for wages or allowances during the life of this Agreement, except where consistent with the terms of this Agreement. Increases arising during the life of this Agreement from State Wage Case decisions shall be absorbed against the wages payable under this Agreement.

14.3 For the purposes of this Agreement the Award rate of pay shall be the relevant classification rate from the Transport Industry (State) Award.

15. Wage Increases

15.1 Wage Increase Phase 1 of 3%

Phase 1 increase will be paid from the last pay period in the calendar month of December 1997.

15.2 Wage Increase Phase 2 of 2%

Phase 2 increase will be paid from the last pay period in the calendar month of June 1998.

15.3 Wage Increase Phase 3 of 3%

Phase 3 increase will be paid from the last pay period in the calendar month of December 1998.

15.4 Wage Increase Phase 4 of 2%

Phase 4 increase will be paid from the last pay period in the calendar month of June 1999.

Employees covered by this Agreement at the date of registration will be paid in accordance with Clause 15, from the dates specified or the date of employment, whichever is the latter and in recognition of the agreement of the parties to the matters dealt with in Clauses 16, 17, 18, 19, 20, 21 & 22.

The applicable wage rates are set out in Appendix 2 of the Agreement.

16. Hours of Work

16.1 Spread of Hours

16.1.1 The ordinary hours of work shall be 38 per week to be worked between the hours of 6.00 am and 7.00 pm Monday to Saturday, provided that ordinary hours for Saturday will be paid at time and a half.

16.1.2 Start times will be agreed upon on a day to day basis in agreement between the employer and employee. Staggered starts will be permissible within the span of hours in 16.1.1. Each employee will be given a normal start time and any variations of this time will require notice to be given by the employer at the completion of the previous working day, or with 24 hours notice where work has not been performed the previous day, provided that an employee's starting time for any day may be varied without penalty by:-

16.1.2.1 Agreement between employer and employee or,

16.1.2.2 The employer, providing notice is given to the employee upon completion of work on the previous day.

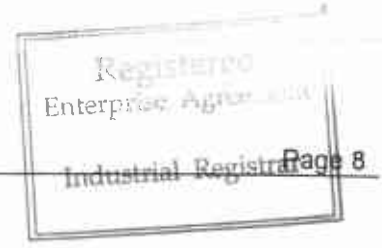
16.2 Overtime Meal Break

Employees will be paid a \$12.00 allowance in lieu of the provisions of the Award of 8.2.1.

17. Payment of Wages

Wages shall continue to be paid by Electronic Funds Transfer (EFT), which guarantees access to weekly wages by a mutually agreed time each Thursday. The Company will contribute one annual lump sum payment of \$30 to cover the difference between the Government charges and the tax deduction available to employees.

This payment would be made in July each year, or on termination of employment and will be paid on a monthly pro rata basis for periods less than a complete year. Both parties, however, agree that the process of EFT will continue to be a part of this Agreement.



18. Sick Leave Notification

Employees who are unable to attend for work due to illness/injury shall as far as practicable advise the Company of such inability to attend for work prior to the commencement of the first day of absence within one hour of the employee's usual starting time.

19. Annual Leave - Broken Leave

Annual Leave may be taken in such periods as mutually agreed between Employer and Employees.

20. Rostered Days Off

Employees who are party to this Agreement must provide three (3) clear working days notice to be eligible to seek any number of RDO days. Employees are permitted to accumulate RDOs, provided they do not accumulate more than a maximum of eight (8). Upon reaching an accumulated eight (8) days, employees will have to take a minimum of five (5) RDOs immediately, or alternatively, be paid out immediately at the ordinary rate of wages through the payroll system.

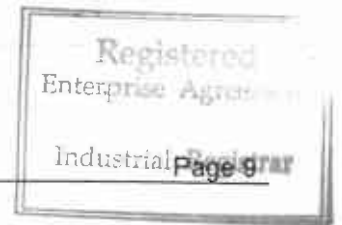
21. Commitment to Safety and Training

All employees agree to participate in Company initiated training and/or safety specific training, such training and associated costs whether external or internal shall be paid for by the Company and time off without loss of pay will be provided. Training which occurs outside of ordinary hours will be paid at time and one half. This will be subject to a maximum of 10 hours per day per employee including travelling time, with a maximum of an accumulated 72 hours per employee per annum inclusive of travelling time.

Where training is required to be undertaken on a Sunday the parties agree to negotiate a mutually acceptable rate of payment.

22. Quality Assurance Implementation

The parties to this Agreement recognise the importance of providing the level of service required by customers, both present and future. As such, the employees give a commitment to aid and actively participate in the Company's program to gain accreditation under the relevant Australian Standards, AS9002.



23. New Technology

- 23.1 The Company may introduce new technology and/or upgrade existing technology as and when appropriate.
- 23.2 Where such technology impacts on the day to day activities of employees covered by this Agreement, implementation shall be preceded by consultation and supported by training.
- 23.3 The parties to this agreement have agreed that the Company will discuss the aspects of new technology to monitor and evaluate productivity which will lead to the next section, Performance Indicators.

24. Performance Indicators/Benchmarking

The Company will detail performance indicators including vehicle utilisation, safety, lost time, absenteeism, load details and any other operating requirements as a means of establishing and enhancing service levels to exceed customers expectations. The parties are committed to a practice of continuous improvement and have agreed to have the various Workplace Consultative Committees regularly review the productivity and performance of the above areas, or such other areas as may be identified from time to time, with the Company and Consultative Committee.

25. Multi Skilling

- 25.1 It is the intention of the Company that all employees be given the opportunity to achieve their full potential by acquiring a wide range of skills relevant to their employment.
- 25.2 Employees may be requested to carry out work they might not normally perform on a short or long term basis to satisfy client requirements or to ensure all equipment is utilised for the maximum benefit of the Company and the client, provided that appropriate training and certification is available.
- 25.3 Employees will have the ability, through Company provided training, to develop and extend their skills to operate all equipment available. Where availability and resources permit, employees shall be given the opportunity to be trained in other duties.



26. Training Program

The parties agree that within the first twelve months of this agreement, a comprehensive career based training program will be developed, that will entail defining jobs, individual skills, training requirements and the development of a skilled based workplace that may entail a yard specific grading structure. It is understood that the gaining of further skills that lead to a benefit for the Company, will result in a financial benefit being shared in some form between the Company and employee.

27. Personal Appearance / Client Conformity


The parties are committed to the achievement and maintenance of the highest standards of personal and equipment presentation.

Standards to be applied:

- Clean uniforms are to be worn during hours of employment.
- Employees responsible for vehicles are to check oil, water, tyre pressure, light wipers and other miscellaneous equipment before use of such vehicle each day, and further, are responsible for the cleanliness of the vehicle internally and externally.

The parties to this Agreement must obey all local rules applicable to clients' premises, and every possible help and assistance must be extended to clients in the packing and unpacking of their containers.

Registered
Enterprise Agreement
Industrial Registrar
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Signed  Rushell
on behalf of Brambles Australia Limited
trading as Brambles International Cargo

Signed 
on behalf of the Transport Workers'
Union of Australia (New South Wales Branch)

Date 11/3/98

Date 2/3/98

Signed Marianne Wehby
on behalf of Brambles Australia Limited

Signed 
on behalf of the Transport Workers'
Union of Australia (New South Wales Branch)

BRAMBLES INTERNATIONAL CARGO

ENTERPRISE AGREEMENT

CODE OF CONDUCT

This Code of Conduct aims to implement a system for advising employees of what is considered unacceptable behaviour or persistent poor performance, in a way which is essentially positive rather than negative.

Absenteeism

Absenteeism means non-attendance at work when the employee is required to be there. Absenteeism also includes poor time-keeping habits such as arriving late at work, taking extended unauthorised breaks and leaving work early without authorisation.

Company Position

Brambles expects all employees to report to work punctually and regularly to meet the needs of the business and their employment contract.

Persistent absenteeism/lateness or poor time-keeping are unacceptable and may be treated as disciplinary offences.

An employee's attendance may be regarded as unsatisfactory if:

- i. Absences are without satisfactory explanation or supporting evidence, eg. two unauthorised absences within two months would usually be regarded as unacceptable. In such cases, one of the first actions by the Supervisor/Manager should be to request medical certificates for all subsequent absences.
- ii. Sick leave, domestic leave (with supporting evidence) exceeding the employee's entitlement.
- iii. There is a pattern of absences occurring adjacent to weekends or rostered days off.
- iv. The absence is caused by confinement to a prison.



- v. Unnotified absences fit into the category of abandonment of employment.
- . Fraudulent sick leave claims will be treated as a serious disciplinary matter as sick leave is to be used in cases of genuine illness. It is not an extra holiday entitlement.

Avoidance of Duties

All employees owe their employer a duty of faithful service. Accordingly, an employer has a legal right to treat actions like sleeping whilst on duty or deliberate avoidance of duties as a breach of the employee's duty of faithful service.

Brambles expects all employees to apply themselves conscientiously and diligently at all times to the duties they are being paid to perform. Therefore, avoidance of duties is unacceptable and will be treated as a potential dismissal offence.

Avoidance of duties means deliberately wasting paid time elsewhere or spending unnecessary time on personal or non work-related activities, including being from work duties for extended periods of time without genuine reasons.

Discrimination

Under both Federal and State legislation it is unlawful in employment matters for an employer (or representative) to discriminate against an employee on the basis of:

- Colour
- Race
- Disabilities – physical and mental
- Gender
- Sexual orientation
- Family status/marital status/ family responsibilities
- Ethnic or national origin
- Employment status
- Religious or ethical beliefs
- Age
- Political opinion
- Pregnancy
- Involvement in Union activities/non involvement

Such discrimination is unacceptable and will be treated as a disciplinary offence. Should an employee believe they have cause for a discrimination complaint they should refer to the complaints procedure outlined in the Corporate Policy Guidelines available from the Manager.

Unlawful Activities / Dishonesty / Conflict of Interest

All employees owe their employer a duty to work honestly and faithfully in carrying out their responsibilities. Any breach of this duty to work honestly and faithfully will put the employee concerned in breach of contract and render the employee liable to dismissal.



Statute law has the effect of reinforcing the fact that unlawful activities by employees can constitute grounds for dismissal, eg. legislation outlaws offences such as theft, misappropriation of property, fraud, vandalism, unlawful discrimination, use of illegal drugs, safety breaches, sexual harassment, etc. Any of these offences can be grounds for dismissal.

Brambles will not hesitate to involve the Police in matters concerning breaches of the criminal law such as dishonesty, illegal drugs, assault, intimidation and so on. As well, Brambles will vigorously investigate any suspicions of dishonesty or unlawful activities by employees at any level. Such activity in connection with employment is grounds for disciplinary action including dismissal.

Insubordination / Disobedience / Refusal of Lawful Instruction

All employees have a duty to comply with all lawful and reasonable instructions of their employer. Failure to do so will put the disobedient employee in breach of contract and make them liable to disciplinary action and/or dismissal.

To be "lawful", the Manager's/Supervisor's instruction must not be illegal or outside the requirements of the employee's contract of employment.

To be "reasonable", the employer's instruction must not expose the employee to any unreasonable health or safety hazard. It is lawful for an employee to refuse an instruction if they have reasonable grounds to believe that carrying out the instruction would expose them to a direct and immediate health and safety hazard.

Intimidation / Assault

Intimidation, in a general sense, means to over-awe someone with fear in order to influence their conduct. In a specific sense, intimidation refers to coercion of another person by threats into doing something or not doing something against his/her wishes. This can result from threatening behaviour consisting of comments, insults, standing over someone in an aggressive or domineering manner or menacing behaviour.

Assault means the act of intentionally applying or attempting to apply force to another person directly or indirectly or threatening by any act or gesture to apply such force to another person.



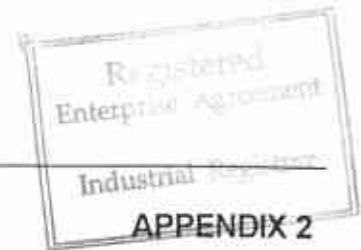
Unfit for Work - Intoxication, Drugs, Illness, Fatigue

All employees have a duty to present themselves at work on time, ready, willing and able to perform their job. That means reporting to work in a fit state when required. Failure to do so can mean the employee is in default of his/her employment contract.

An employee who arrives at work or becomes unfit for any reason (physical or mental) may constitute a safety hazard to other persons and therefore should not start or continue to work until in a fit condition to do so.

The following actions will render an employee liable to disciplinary action and/or dismissal:

- Drunkenness or being under the influence of drugs
- Being in possession/selling/supplying of alcoholic beverages/drugs
- Unsafe practices/breaches of safety rules



BRAMBLES INTERNATIONAL CARGO

ENTERPRISE AGREEMENT

SCHEDULE OF WEEKLY WAGE RATES

The basis for calculation of all wage increases in Phases 1 to 4 below shall be the Transport Industry (State) Award applicable from the last pay period in the calendar month of December 1997 and applied to the base award rate.

		Phase 1	Phase 2	Phase 3	Phase 4
		<i>Effective Last Pay Period in month shown</i>			
	Current BIC EBA Rate \$	December 1997	June 1998	December 1998	June 1999
		3%	2%	3%	2%
1	446.65	460.05	469.25	483.33	493.00
2	462.30	476.17	485.69	500.26	510.27
3	473.10	487.29	497.04	511.95	522.19
4	482.55	497.03	506.97	522.18	532.62
5	506.80	522.00	532.44	548.41	559.38
6	512.90	528.29	538.86	555.03	566.13
7	531.40	547.34	558.29	575.04	586.54
8	569.15	586.22	597.94	615.88	628.20