

ENTERPRISE AGREEMENT

NO: E.A. 189 /1994

DATE REGISTERED: 8-6-94

PRICE: \$ 22-00

ENTERPRISE AGREEMENT

1. PARTIES TO THE AGREEMENT

The Enterprise Agreement, is made pursuant to Chapter 2 of Part 3 of Division 2 - Enterprise Agreements - of the Industrial Relations, 1991 entered into on Fourth day of January 1994 between Brambles Transport Services, 299 Canterbury Road, Bankstown on the one part and employees engaged in the loading, unloading, handling and delivery of freight into and out of the Brambles depot, on the other part.

2. TITLE

This Agreement shall be known as the Brambles Transport Services, Revesby Enterprise Agreement.

3. INTENT

It is intended by the parties that this Agreement shall only apply to those employees engaged in the activities identified in 1 above located at 299 Canterbury Road, Bankstown.

4. DURESS

The parties agree that this Agreement has been reached through consultation and consensus and determined by secret ballot of the employees, without duress by any party.

5. INCIDENCE

This agreement shall apply in conjunction with the Transport Industry Interim (State) Award (The parent award) published 17th July, 1992 (270 I.G. 611), as varied from time to time, or any award replacing or superseding that award.

To the extent of any inconsistency between the Agreement and the abovementioned award then this Agreement shall prevail.

6. DURATION

This Agreement shall come into operation from the date of registration and shall operate for a period of twelve (12) months thereafter.

7. NO PRECEDENT

The parties to this Agreement agree that no part of this Agreement shall be used as a precedent by them in any other negotiations.

8. RATES OF PAY

- (i) All Brambles Transport employees covered by this Agreement engaged in the loading, unloading, handling and delivery of freight shall be paid the wage rate specified for the appropriate classification as prescribed in the following schedule:

| GRADE | CURRENT BASE \$ | 4% INCREASE \$ | E.B.A. RATE \$ |
|--------------|--------------------------------|-------------------------------|-------------------------------|
| 3 | 403.40 | 16.15 | 419.55 |
| 5 | 432.70 | 17.30 | 450.00 |
| 7 | 454.10 | 18.15 | 472.25 |

- (ii) A further wage increase will be available to employees covered by this Agreement six (6) months from the date of certification and as prescribed in the following schedule:

| GRADE | CURRENT BASE \$ | 4% INCREASE \$ | EBA RATE \$ | 4% INCREASE \$ | EBA RATE \$ |
|-------|-----------------------|----------------------|-------------------|----------------------|-------------------|
| 3 | 403.40 | 16.15 | 419.55 | 16.80 | 436.35 |
| 5 | 432.70 | 17.30 | 450.00 | 18.00 | 468.00 |
| 7 | 454.10 | 18.15 | 472.25 | 18.90 | 491.15 |

9. CASUAL EMPLOYEES

Casual employees specifically employed for daily peak work periods shall be paid for a minimum of 4 hours.

Should the fourth hour be succeeded the casual employee will be paid for a minimum of 8 hours."

Casual employees engaged for the day but who are unwilling and/or unable to complete the day, for reasons other than workers compensation, shall be paid only for time worked.

10. ROSTERED DAYS OFF

Rostered days off may be accrued and utilised in 5 day blocks. Provided that prior approval is obtained so that operational inconvenience is minimised.

The maximum number of rostered days that may be accrued is 15. The Company reserves the right to instruct individuals to take leave to ensure the limit is not exceeded.

11. HOURS OF WORK

- (i) The parties agree that flexible working hours may be determined on an individual or discrete work group basis.

It is accepted by the parties that hours of work determined in this way will not apply to the entire workforce.

- (ii) A paid 30 minute meal break is prescribed by this Agreement and shall be taken between 0900 and 1100 hours.

Provided that at any one time the break is restricted to not more than half the available workforce in each group.

- (iii) An employee covered by this Agreement who works overtime continuous with their ordinary hours shall be provided with at least 8 hours break before the resumption of ordinary hours on the following day.

Provided that in addition to the foregoing a further 2 hour break is allowed not later than 5 hours after the commencement of ordinary hours.

Such extra break is in addition to the "normal" breaks prescribed by this Agreement or the parent award.

12. WORKING FOREMAN

The parties agree that a position of "working foreman" be created so as to combine the role of leading hand with supervisory duties.

It is intended by the parties that such a role will create career path opportunities and a course of advancement within the organisation complemented by multi-skilling.

13. LOADING STANDARDS

The parties agree that the "Loading Standards" document, as identified at Attachment 1 to this Agreement, will be adopted and adhered to by all employees covered by this agreement.

The Company is committed to ensuring that sufficient resources are made available to facilitate compliance with the "Loading Standard".

14. JOINT MEETINGS

The parties are committed to a process of regular on-going joint meetings to provide an appropriate forum wherein discussions can occur on items of mutual concern or interest.

15. INDIVIDUAL RESPONSIBILITIES

The parties agree that as a consequence of the implementation of this agreement individuals covered by its operation will be responsible for the following:

- (i) Revenue, linehaul cost and margin reporting;
- (ii) Paperwork flow and control;
- (iii) Decision making on linehaul and feeder service;

- (iv) Customers Freight problems identification.

16. TRAINING

The parties to this Agreement are committed to the following training process:

1. The obtaining and maintaining of a license to handle and carry bulk dangerous goods.

Such training to be completed at Company expense.

2. Attendance at all Enterprise Bargaining related courses.
3. Attendance at the Occupational Health and Safety related courses both required by legislation and conducted in-house.
4. Undergoing instruction relating to basic concepts of internal profit and loss structure.
5. Engaging in training in operational areas such as:
 - Pallet Control
 - Fleet Control
 - Radio and telephone communication.

17. ENTERPRISE BASED RATE STRUCTURE

The parties to this Agreement are committed to on-going discussions aimed at developing a pay rate structure which more accurately reflects amongst other things:

- individual ability;
- task degree of difficulty;
- amount of training undertaken;
- degree of multi-skilling achieved.

18. GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE

The following procedure shall apply in the event of an industrial issue arising.

- (i) (a) the matter shall first be discussed between the employee and their immediate supervisor.
- (b) if the matter remains unresolved it shall be raised by the employee and/or their representative with the Operations Manager.
- (c) if the matter remains unresolved the employee shall seek the involvement of the relevant Union Official and the involvement of the Branch Manager and/or the Industrial Relations Department may be sought.
- (d) if the matter still remains unresolved the Secretary of the Union may seek discussions with the appropriate Company representative.
- (e) any matter which cannot be resolved shall be referred by either party to the N.S.W. Industrial Relations Commission.

- (f) pending resolution of the matter in accordance with the above procedure work shall continue as normal. The circumstances applying immediately prior to the issue arising shall apply until final resolution.
- (g) neither party shall be prejudiced as to final settlement by the continuance of work in accordance with this sub-clause.

(ii) **Code of Discipline**

In all dismissible matters involving members of the Transport Workers Union, the following procedures will apply:

- (a) Employee concerned will be suspended on full pay, pending discussion with Union officials and Brambles management.
- (b) On resolution of the matter in the employee's favour he/she will be reinstated with no loss of entitlements.

On resolution of the matter against the employee's favour, appropriate disciplinary action will be taken.

- (c) Should the matter not be resolved, the assistance of the N.S.W. Industrial Relations Commissions will be sought.

In all cases, excepting those that go to the I.R.C., the matter must be finalised within 72 hours of the commencement of the suspension.

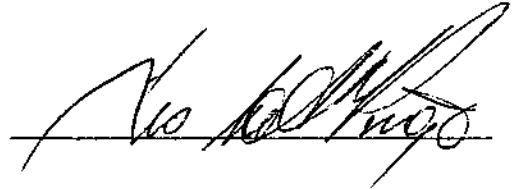
***CLAUSE 18A. REQUIREMENTS OF THE INDUSTRIAL
RELATIONS ACT, 1991***

In reference to the requirements of Section 122 of the Industrial Relations Act 1991 the following particular provisions of the Transport Industry (State) Award shall apply (except as otherwise provided for in this Agreement):

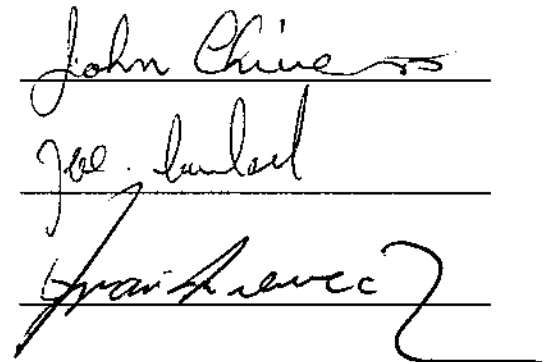
- Clause 8 - Hours of Employment.
- Clause 25 - Sick Leave, provided that in all circumstances permanent employees in their first year of service shall having completed three months of service be entitled to utilise their then yearly accrual for absences which occurred during the first three months of service subject to the usual requirements of establishing the need for such leave.

19. SIGNATURE PAGE

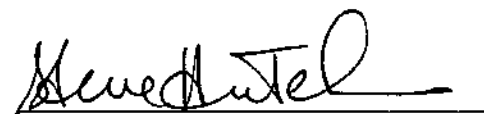
Signed for and on behalf of Brambles
Transport Services, Bankstown, NSW.



Signed for and on behalf of the
employees of Bankstown Depot



Signed for and on behalf of the
Transport Workers Union of Australia,
New South Wales Branch.



SIGNED for and on behalf of
BRAMBLES AUSTRALIA LIMITED

[Handwritten Signature]

DATED

24. 3. 94