

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/180

**TITLE: United Transport Services Arndell Park (Transport Workers)
Enterprise Agreement 1999**

I.R.C. NO: 00/2089

DATE APPROVED/COMMENCEMENT: 31 May 2000

TERM: 30 June 2002

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 4 August 2000

DATE TERMINATED:

NUMBER OF PAGES: 22

COVERAGE/DESCRIPTION OF

EMPLOYEES: It applies to all employees engaged under the scope of the Transport Industry (State) Award, at the company's Arndell Park Depot

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



FILED

12 MAY 2000

OFFICE OF THE INDUSTRIAL
REGISTRAR

United Transport Services

Arndell Park

(Transport Workers)

Enterprise Agreement 1999

Registered
Enterprise Agreement
Industrial Registrar

ARRANGEMENT

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1.0 TITLE

This Agreement shall be known to as the United Transport Services Arndell Park (Transport Workers) Enterprise Agreement 1999.

2.0 COMMENCEMENT DATE OF AGREEMENT & PERIOD OF OPERATION

This Agreement shall operate from the beginning of the first pay period commencing on or after December 1, 1999 and shall remain in force until June 30, 2002.

3.0 PARTIES BOUND

The parties to this Agreement are United Transport Services (the Company) and the Transport Workers Union (the Union) in respect of employees of the Company engaged in transport and warehouse related activities at the Company's premises at Arndell Park in the State of New South Wales.

4.0 COVERAGE

4.1 This Agreement shall apply in lieu of the Transport Industry (State) Award (the Award) as varied in respect of any subject-matter herein. Any subject matter not covered herein shall be dealt with in accordance with the Award.

4.2 This Agreement supersedes all previous Agreements which may have been in place.

5.0 AGREEMENT OBJECTIVES

The Objectives of this Agreement are:

5.1 To develop and maintain a culture of trust, consultation and cooperation with a view to achieving continuous improvement in the competitive performance of the Company, its work environment, and the working conditions of its employees.

5.2 To provide the necessary mechanisms for change through a participative and consultative process.

5.3 To ensure that a program of continual workplace review and reform is set in place, and that all parties are committed to cooperate and participate in this endeavour.

5.4 To progressively and continuously remove inefficient practices and processes from all operational areas.

5.5 To ensure flexibility, quality, timeliness, reliability, safety, compliance, and profitability of all service offerings.

- 5.6 Implement Key Performance Indicators aimed at achieving concise measurement of enterprise efficiency and quality of output.
- 5.7 To develop a highly motivated, skilled, flexible and adaptable workforce.
- 5.8 To operate within flexible and responsive parameters to meet dynamic requirements and changing business needs.
- 5.9 To cooperate in the achievement and maintenance of Quality Accreditation.
- 5.10 To ensure compliance by the Company and its employees in all matters related to Occupational Health and Safety obligations and legislation with the target of eliminating workplace accidents and injuries.
- 5.11 To ensure compliance by the Company and its employees in all matters related to Dangerous Goods and Environmental obligations and legislation.
- 5.12 To promote the growth and retention of permanent employees and as far as possible limit the use of casual employment and agency labour.
- 5.13 TWU delegates will be given reasonable access to training, as per current practice, when a need for training is identified by the TWU and the Branch Manager agrees to release the delegates for training.

While this training must not compromise the operations of the business, access to this training will not be unreasonably withheld. This provision does not mean that an additional two weeks training will be provided by the company as contained in the TWU Heads of Agreement document.

Compulsory TWU induction training will not be implemented.

6.0 CONSULTATIVE PROCESS

- 6.1 A Consultative Committee shall be established of an equal number of management and elected workforce representatives. Unless otherwise agreed this shall be two (2) management and two (2) workforce representatives (which includes at least one Union Delegate).
- 6.2 The Committee shall meet not less than once per quarter to:
 - 6.2.1 Oversee the successful implementation and upkeep of the terms of this Agreement.
 - 6.2.2 Develop and progress prospects for improved business performance.
- 6.3 Any dispute arising from matters under consideration by the consultative committee shall be dealt with in accordance with the Dispute Settlement Procedure (Clause 7 of this Agreement).



7.0 DISPUTE SETTLEMENT PROCEDURE

7.1 The Company, its employees, and the Union agree to abide by this Dispute Settlement Procedure in any and all instances of disagreement.

7.2 The Dispute Settlement Procedure is as follows:

7.2.1 Attempts shall be made to resolve all issues, in the first instance, within the workplace.

7.2.2 The following steps shall be followed until any issue is resolved:

- a) Any issue shall first be discussed between the affected employee and that employee's supervisor.
- b) The affected employee has the right to request the presence of the Union Delegate or any other person the employee wishes to nominate during any discussions.
- c) The Union Delegate shall consult with the relevant Manager on the issue.

7.2.3 If the issue cannot be resolved within the steps identified in subclause 7.2.2, discussions involving the State Secretary/Union Organiser, State Manager and relevant Company officials shall take place. This could include the Company's Employment Services Department.

7.2.4 If the issue 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.

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

7.3 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).

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

7.5 The circumstances which applied immediately prior to the dispute arising shall continue until final resolution of the issue.

7.6 The only qualification to the undertaking of continuity of service is the requirement that work be capable of being carried out in a manner consistent with Occupational Health and Safety requirements.

8.0 CONTRACT OF EMPLOYMENT

8.1 Employment categories under this Agreement are

- 8.1.1 full time
- 8.1.2 part-time
- 8.1.3 temporary
- 8.1.4 casual

8.2 All engagements are subject to a satisfactory pre-appointment medical arranged and paid for by the Company.

8.3 New employees (other than casual employees) shall be subject to a probationary period of three (3) months.

8.4 Full Time Employee

A full time employee is a weekly employee other than a part-time employee, temporary employee or casual employee.

8.5 Part-time Employee

8.5.1 A part-time employee is a weekly employee appointed as such and whose guaranteed number of ordinary hours is less than 38 hours per week.

8.5.2 A part-time employee shall be engaged for not less than 20 ordinary hours per week, and not less than 4 hours in any period of work.

8.5.3 A part-time employee shall be paid in accordance with Schedule A.

8.5.4 A part-time employee shall accrue the same annual leave and sick leave entitlements, calculated on a proportional basis, as a full time employee.

8.5.5 A part-time employee is not entitled to Rostered Days Off.

8.5.6 A part-time employee may be offered additional work up to 38 hours per week at the prescribed rate of ordinary pay in Schedule A.

8.5.7 A part-time employee shall be paid overtime rates in accordance with Schedule A for hours worked in excess of 38 hours per week.

8.5.8 A part-time employee may, by mutual agreement, work two (2) shifts in any one work day, provided that overtime payments shall apply if more than 7.6 hours is worked in any one day, and also provided that this arrangement is not at the expense of reasonable overtime which would have been otherwise available to Full-Time Employees.



8.6 Temporary Employee

8.6.1 A temporary employee is an employee employed:

8.5.1.1 for a period not exceeding 12 months, and

8.5.1.2 for the purpose of covering the absence of another employee or for other special or seasonal reasons.

8.6.2 The term of the employment shall be notified in writing to the employee at the time of engagement.

8.6.3 Temporary employment may be terminated prior to the expiry of the specified term subject to the relevant termination provisions in this Agreement and/or the Award.

8.7 Casual Employee

8.7.1 A casual employee is an employee engaged as such and paid in accordance with Schedule A.

8.7.2 A casual employee shall be paid for a minimum of 4 hours work in any engagement.

8.7.3 A casual employee shall not be entitled to the benefits accrued by full time and part time employees, other than any entitlements required under applicable legislation.

8.7.4 A casual employee may, by mutual agreement, work two (2) shifts in any one work day, provided that overtime payments shall apply if more than 7.6 hours is worked in any one day, and also provided that this arrangement is not at the expense of reasonable overtime which would have been otherwise available to Full-Time Employees.

8.8 Employee Duties

8.8.1 Employees shall carry all duties as directed, provided such duties are within the limits of individual skills, competence and training. This duty includes the use of tools, equipment, technology and vehicles for which the employee has been trained.

8.8.2 An employee not attending for duty shall, except as provided by leave, public holidays and accident make-up pay provisions, lose pay for the actual time of such non-attendance.

9.0 HOURS OF WORK

9.1 Ordinary hours of work are as follows, worked Monday to Friday, paid in accordance with Schedule A, provided that, by mutual agreement, this can be altered to working Tuesday to Saturday, as per the Award, if business circumstances require same:

Employee Classification	Number of Ordinary Hours
Full Time	Up to and including 52 hours per week
Part Time	Less than 38 hours per week
Casual	Less than 38 hours per week

9.2 Overtime will be paid in accordance with Schedule A for hours worked in excess of those listed in Clause 9.1.

9.3 Regular starting times for day shift Full Time Employees may be between the hours of 5:00am and up to but no later than 11:00am, Monday to Friday, as determined by the Company.

9.4 The Company shall fix a regular starting time for each employee for each working day. Regular starting times may differ from day to day.

9.5 Any permanent change to regular starting times shall be subject to one (1) week's notice, provided that the Company may vary the starting time of an employee for the next day by up to one hour either side of that employee's regular starting time by advising that employee of same prior to that employee leaving work on the previous day.

9.6 Shifts other than day shift for Full Time Employees are

9.6.1 Afternoon Shift (starting after 11:00am and up to and including 4:00pm)

9.6.2 Night Shift (starting after 4:00pm and before 4:00am)

9.7 Shift Allowances for Afternoon Shift and Night Shift shall be paid in accordance with Schedule A.

9.8 For shift work, preference will be given as far as practicable to those who have indicated their willingness to transfer to same.

9.9 The span of Ordinary Hours for employees other than Full Time Employees is 6:00am to 8:00pm, Monday to Friday.

9.10 For the purposes of conducting training on operational, compliance or OH&S issues, employees may be required on not more than four occasions per year and for not more than four (4) hours on each occasion, to attend such training outside of ordinary hours. Payment for such attendance shall be at ordinary rates.

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9.11 For Full Time Employees, the rate of pay per hour for ordinary hours of work is structured on the basis that employees will work 52 hours per week. Accordingly, the Company may, without prior notification, require employees to work up to 10.4 hours per day, and employees agree not to unreasonably withhold their consent. This does not preclude the Company from asking, or employees from working for more than 10.4 hours per day by mutual agreement. If an employee has already accumulated 52 ordinary hours in the current pay week and wishes to work less than the above mentioned 10.4 hours, that employee is required to notify his or her immediate supervisor at the start of that shift to enable alternative resource arrangements to be made if necessary.

9.12 The Consultative Committee shall monitor and review hours worked by employees under this Agreement on a three (3) monthly basis. It is agreed that

9.12.1 On the basis of information reviewed, the Committee can determine that any employee who has not maintained an average of 50 hours per week in the preceding three (3) months when work has been available shall revert to the 38 hour per week method of wage calculation until a future three monthly review indicates a 50 hour per week average across the most recent three monthly review period has been achieved by that employee

9.12.2 Hours worked during the life of this Agreement will be used as the basis for negotiations in any future Agreement

9.13 Call-back

9.13.1 An employee recalled to work overtime (by mutual agreement) after leaving the Company's premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate.

9.13.2 It is agreed that employees recalled to work in accordance with this Clause shall perform all reasonable tasks required by the Company and the principle of one task per call out shall not apply.

9.13.3 Where an employee is called out and will not have a ten (10) hour break before his or her normal starting time for the next shift, that employee may, by mutual agreement, start work before a further ten (10) hours has expired. For any hours worked under this arrangement that would have formed part of the ten (10) hour break, the applicable overtime rate shall be paid, and such hours will be included in the calculation of that employee's 52 ordinary hours worked for that week. This arrangement does not preclude an employee from taking a ten (10) hour break to which he or she is entitled.

9.14 Overtime Preference

9.14.1 Where overtime work is required to meet business commitments, the Company shall apply the following criteria when selecting overtime participants:

- a) Full Time employees from the section concerned, then
- b) Full Time employees from other sections, then
- b) Part Time or Temporary employees, then
- c) Casual employees

- 9.14.2 Provided that the criteria in 9.14.1 do not inhibit the Company from completing the required work within required time frames.
- 9.14.3 It is agreed, however, that mixed functions and cross utilisation of resources can override clause 9.14.1 where equal opportunity for Full Time Employees to work an average of 52 hours per week is concerned.

10.0 MEAL BREAKS

10.1 Regular Meal Break

10.1.1 An employee shall be allowed a meal break during ordinary hours of work.

10.1.2 The meal break shall:

- (a) be of a regular duration (as nominated by the Company) of not more than one hour nor less than 30 minutes
- (b) be taken on a staggered basis as nominated by the Company.
- (c) commence not earlier than three and one-half hours after an employee's starting time of ordinary hours of work, and commence not later than six hours after an employee's starting time of ordinary hours of work.
- (d) be consistent with statutory regulation of driving hours.

10.1.3 As far as practicable, drivers will use waiting time at one or more customers' premises as tea breaks and regular meal breaks, together with any time spent purchasing food and/or refreshments at roadside cafes, provided that this is consistent with statutory regulation of driving hours.

10.2 Tea Breaks

10.2.1 Employees are entitled to one ten (10) minute paid tea break between their start of work time and regular meal break. Where it is not practical to take this tea break prior to the regular meal break, employees are entitled to take the same tea break after the regular meal break.

10.2.2 Such tea breaks shall be staggered at the discretion of the Company to ensure continuity of work within all site operations.

10.2.3 Employees who abuse the amount of or length of tea breaks shall be subject to counselling and possible disciplinary action.

10.3 Overtime Meal Break

An employee who will work ten or more hours in any one day shall be allowed a paid crib-break often (10) minutes to be taken at a time determined by the Company. Where the employee elects not to take the crib break there shall be no payment in lieu for that break.

10.4 Meal Allowance

- 10.4.1 An employee required to work twelve (12) hours or more on any one day shall either be supplied with a meal by the Company or paid the applicable meal allowance.
- 10.4.2 An employee required to commence work two hours or more prior to that employee's regular starting time shall be paid the applicable meal allowance.
- 10.4.3 The applicable meal allowance shall be the amount specified in Schedule A.
- 10.4.4 The provisions of subclauses 10.4.1 to 10.4.3 shall not apply where the employee has been advised the previous day of the need to work more than twelve (12) hours.

10.5 Smoke Free Environment

- 10.5.1 The Company and its employees agree that, in the interests of the health of its employees and due to the nature of products handled on site, UTS Arndell Park is a smoke free work site.
- 10.5.2 The Company agrees that it will assist employees in their endeavours to quit smoking by providing and paying for a mutually acceptable "Quit Smoking" program for each employee requiring same for 6 months after the commencement of this agreement.

11.0 **CLASSIFICATIONS & WAGE RATES**

11.1 Classifications under this Agreement (as described in Schedule C) are

- 11.1.1 Grade 2,
- 11.1.2 Grade 3,
- 11.1.3 Grade 4, and
- 11.1.4 Grade 7

11.2 No current employee at the date of this Agreement shall be downgraded to Grade 2

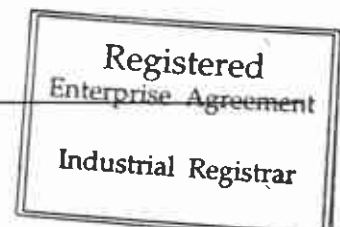
11.3 Wage rates to apply during the life of this Agreement are set out in Schedule A.

11.4 Employees driving B-Doubles on delivery and pick-up work shall be paid an hourly allowance as per Schedule A for each hour engaged in such activities.

11.5 All wages shall, at the discretion of the Company, be paid by electronic funds transfer.

11.6 Superannuation

- 11.6.1 Employer funded superannuation contributions shall be paid into one of the following funds as nominated by the employee
- Transport Workers Superannuation Fund, or
 - Brambles Superannuation Trust



11.6.2 Once an employee has nominated the fund into which contributions are to be directed, he or she may only seek to change that nomination on one occasion.

11.6.3 Superannuation contributions by Company shall be the rate stipulated under the Superannuation Guarantee Levy.

12.0 SICK LEAVE

12.1 Full Time Employees shall be paid 7.6 hours for each full sick day they take.

12.2 Part Time and Temporary Employees shall be paid for sick days to which they are entitled, on a pro-rata basis, based on the number of ordinary hours they have worked in the current financial year, expressed as a percentage of the number of elapsed weeks in the current financial year multiplied by 38.

12.3 Casual Employees are not entitled to sick leave.

12.4 Employees who will not be attending work due to illness shall advise their supervisor or manager at or before their designated starting time on each day of their illness, to enable alternative work arrangements to be made and to minimise disruption in the workplace. Sick Leave will not be paid if this requirement is not met.

12.5 For sick leave to be paid a valid Doctor's Certificate is required under the following circumstances:

12.5.1 If four (4) sick days have already been taken in the current financial year

12.5.2 If two (2) or more consecutive days of sick leave

12.5.3 For any Monday or Friday taken as a sick day

12.5.4 For any sick day immediately prior to or after a Public Holiday.

12.6 Employees may, at their discretion, receive payment in lieu of sick leave entitlements, provided that:

12.6.1 Their entitlement is in excess of 20 days, and

12.6.2 Their entitlement is not reduced below 20 days by receipt of payment in lieu.

12.7 Payment in lieu of sick leave applications will be handled in the first week of March, June, September and December.

12.8 Unused sick leave will not be paid out at time of termination

13.0 ROSTERED DAYS OFF (RDO's)

13.1 An RDO roster shall be kept and displayed in the Workplace.

13.2 An employee can only take an RDO by previously organising same with the appropriate Supervisor.

13.3 Retrospective payment of RDOs shall not be made to employees who take an un-rostered day off and then wish to claim it as an RDO.

13.4 Availability of RDO's is based on the following criteria:

13.4.1 RDO's are to be equally split across Mondays, Tuesdays, Wednesdays, and Thursdays. RDO's may only be applied for on Fridays in cases of genuine hardship.

13.4.2 The provision of a minimum of 24 hours notice using the appropriate request form.

13.4.3 Prior management approval for each RDO to be taken, except in cases of genuine emergency where prior notification by telephone is still required.

13.4.4 A first-in-first-approved basis.

13.5 Each employee shall have the option of:

- a) Taking payment in lieu of accrued RDO's, or
- b) Taking RDO's as per clause 13.4.

13.6 Payment in lieu of RDO applications will be handled in the first week of March, June, September and December, and shall be at the rate of 7.6 hours per RDO multiplied by the ordinary time rate for each applicable employee.

13.7 The maximum number of RDO's that may be accrued is ten (10). Any employee with more than ten accrued RDO's at the time of signing of this Agreement may elect to take payment in lieu for RDO's in excess of ten days.

14.0 ANNUAL LEAVE

14.1 The Company shall operate an annual leave roster with the amount of available slots predetermined in accordance with business requirements.

14.2 Employees are required to advise the Company of their preferred bookings for annual leave, and the Company shall take the following points into consideration in authorising annual leave:

14.2.1 A period taken by an employee in one year is automatically opened to all other employees until that employee's turn for that period becomes available again.

14.2.2 Employees who are undertaking external studies will be given preference at exam times.

14.3 Annual Leave shall be paid at 7.6 hours per day times each employees ordinary hourly rate for each full day of annual leave taken.

14.4 An annual leave loading of 25.0% shall apply.

15.0 UNIFORMS

- 15.1 The Company shall provide employees with uniforms which shall be maintained by employees and kept in a good state of repair.
- 15.2 The Company shall renew uniforms on a needs basis, on a one-for-one exchange system.
- 15.3 Employees shall present themselves for work in clean uniforms, and be well groomed, including neat hair, faces shaved, or in the case of beards etc, neatly trimmed.
- 15.4 Employees presenting themselves in contravention of these guidelines without reasonable excuse will not be permitted to commence work, and will not be entitled to payment until appropriate presentation is achieved. Any instance of the Company not permitting an employee to commence work due to poor presentation will be deemed to constitute a formal counselling of the employee concerned.
- 15.5 Employees shall wear their full uniforms at all times (on site, off site, whilst driving etc) during the hours of their employment.

16.0 PRESENTATION & MAINTENANCE OF VEHICLES & EQUIPMENT

- 16.1 Employees shall perform routine inspections of vehicles and equipment they regularly use, and shall perform basic maintenance and cleaning of same where required.

17.0 SAFETY & COMPLIANCE

- 17.1 Employees and the Company shall ensure that all activities undertaken within the workplace and/or external sites comply with:
- 17.1.1 Occupational Health and Safety legislation and requirements
 - 17.1.2 Dangerous Goods Legislation
 - 17.1.3 Environmental regulations and requirements
 - 17.1.4 Work procedures and Guidelines as determined by the Company.

18.0 MANAGEMENT ASSISTANCE

- 18.1 In times of Customer Service emergencies, where it is not possible to secure the services of an Award employee, a suitably licensed manager may perform the work required to alleviate the aforementioned emergency, provided that the Union Delegate is consulted and any applicable employees are in agreeance.
- 18.2 Management shall not use Clause 18.1 to take work or overtime away from any employee, and will use all endeavours to ensure that no existing employee can be arranged in time to service the applicable customer service emergency.
- 18.3 Provisions of this clause shall be monitored by the Consultative Committee at each three monthly meeting



19.0 PERFORMANCE COUNSELLING & DISCIPLINARY PROCEDURES

19.1 Performance counselling and disciplinary procedures shall be in accordance with the Code of Conduct described in Schedule C.

20.0 IN HOUSE OPPORTUNITIES

20.1 The Company undertakes to advertise all positions up to and including the level of Supervisor on an internal basis (where circumstances permit) to provide existing employees with the opportunity to express their interest.

20.2 The Company will select the candidate it considers best for the position advertised, based on merit, regardless of whether the successful applicant is an inside or outside appointment.

21.0 NO EXTRA CLAIMS

21.1 It is a term of this Agreement that during the term set out in Clause 2, there shall be no claims for wages and allowances or terms and conditions of employment except as provided for within this Agreement.

21.2 It is also a term of this Agreement that any wage movements arising during the life of this Agreement from State Wage Case decisions shall be absorbed against the rates of pay set out in Schedule A.

22.0 UNION DUES

22.1 The Company shall deduct TWU dues on a weekly basis and remit same to the TWU Office on behalf of employees who perform the full range of their normal duties on a monthly basis.

23.0 GST

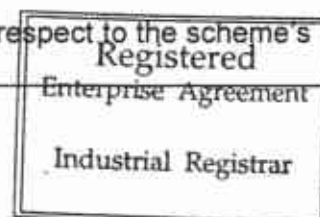
23.1 In the event of a GST having a significant impact on the CPI (measured by the All Groups CPI), also taking into account tax benefits and other financial offsets, then the parties may re-open negotiations with the company with regard to additional increases over and above the increases specified in the Schedule of Rates. Any increase so provided will be included in any subsequent Enterprise Agreement which may be developed.

24.0 SICKNESS AND ACCIDENT PROTECTION PLAN

24.1 All transport workers covered by this Agreement who are members of the TWU shall be able to be covered by this plan, as provided by Chifley Insurance (Division of Lowe, Littman and Bott Pty Ltd)

The company shall deduct contributions on a weekly basis and remit same to Chifley Insurance on behalf of employees.

The company will have no responsibility whatsoever with respect to the scheme's operation.



Signed For and On Behalf Of
UNITED TRANSPORT SERVICES

Name:

Robert J. Stevens

Signature:

[Handwritten Signature]

Date:

7th April 2000

In the Presence of

Name:

Andrew W. Kidd

Signature:

[Handwritten Signature]

Date:

7th April 2000

Signed For and On Behalf Of The
TRANSPORT WORKERS UNION
OF AUSTRALIA, NSW BRANCH

Name:

Anthony Shields

Signature:

[Handwritten Signature]

Date:

30 March 2000.

In the Presence of

Name:

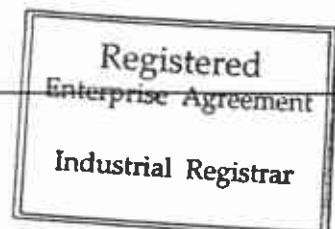
*Rosemary Elaine Galvin
Justice of The Peace*

Signature:

R.E. Galvin J.P.

Date:

30 March 2000.



SCHEDULE A

Hourly Rates Of Pay

Full Time Employees:

Award Level	Effective December 1st 1999	
	<= 52 hrs p.w	> 52 hours p.w
Grade 2	\$ 16.8508	\$ 23.4840
Grade 3	\$ 17.2525	\$ 24.0299
Grade 4	\$ 17.5924	\$ 24.5140
Grade 7	\$ 19.3743	\$ 26.9963

Part Time Employees:

Award Level	Effective December 1st 1999		
	<= 38 hrs p.w	Time & Half	Double Time
Grade 2	\$ 13.8152	\$ 20.7228	\$ 27.6304
Grade 3	\$ 14.1379	\$ 21.2068	\$ 28.2758
Grade 4	\$ 14.4189	\$ 21.6283	\$ 28.8377
Grade 7	\$ 15.8801	\$ 23.8202	\$ 31.7603

Casual Employees:

Award Level	Effective December 1st 1999		
	<= 38 hrs p.w	Time & Half	Double Time
Grade 2	\$ 17.2114	\$ 23.8312	\$ 31.7749
Grade 3	\$ 17.6134	\$ 24.3878	\$ 32.5171
Grade 4	\$ 17.9634	\$ 24.8725	\$ 33.1634
Grade 7	\$ 19.7839	\$ 27.3933	\$ 36.5243

Over the life of the agreement, wages will increase in accordance with the following table:

Table 2

1 December 1999 3% Base Rate Increase (as above tables)	1 June 2000 0.5% Rolled onto the Base Rate (on maintaining KPI)
1 December 2000 3% Base Rate Increase	1 June 2001 0.5% Rolled onto the Base Rate (on maintaining KPI)
1 December 2001 3% Base Rate Increase	1 June 2002 0.5% Rolled onto the Base Rate (on maintaining KPI)

As is apparent, payment of portions of the wage increases as listed is dependent on the achievement of Key Performance Indicators.

In this context, the primary Key Performance Indicator will be safety and the measure used will be the number of Lost Time Injuries (LTI's) incurred at UTS Arndell Park. The target is zero LTI's. This represents a maintenance of current performance of the yard.

As such, the proportionate percentage payment as detailed in the table below will be added to the base rate of pay for employees following the achievement of **zero Lost Time Injuries (LTI's)** in each of the following periods:

<p>Period 1 1 December 1999 - 1 June 2000 0.5% Rolled onto the Base Rate (on maintaining KPI)</p>
<p>Period 2 2 June 2000 - 1 June 2001 0.5% Rolled onto the Base Rate (on maintaining KPI)</p>
<p>Period 3 2 June 2001 - 1 June 2002 0.5% Rolled onto the Base Rate (on maintaining KPI)</p>

The parties to the agreement will oversee the operation of the KPI scheme during the life of the agreement through the UTS Arndell Park Joint Consultative Committee.

The JCC will specifically develop a Bonus Scheme, where a bonus payment is provided to each employee following the achievement of further KPI's.

Two specific areas where implementation of KPI's will be examined are:

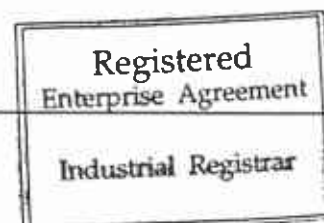
- ◆ Absenteeism
- ◆ Picking and Sorting accuracy in the Warehouse.

Afternoon Shift Allowances:

Award Level	Effective December 1st 1999	
	Shift Allow. Per Week	Over Award** Per Week
Grade 2	\$ 91.8760	N/A
Grade 3	\$ 94.0184	\$ 13.7402
Grade 4	\$ 95.8930	N/A
Grade 7	\$ 105.6265	-\$ 14.4500

** Over Award Payment is not payable to employees engaged to commence Afternoon Shift on or after December 1, 1999.

As per previous arrangements, the over award payment applies only to permanent employees engaged on afternoon shift prior to December 1, 1999 and is being absorbed by any increases in shift allowances that occur for these personnel.



Night Shift Allowances:

Award Level	Effective December 1st 1999	
	Shift Allow. Per Week	Over Award** Per Week
Grade 2	\$ 157.4870	N/A
Grade 3	\$ 161.1744	N/A
Grade 4	\$ 164.3880	N/A
Grade 7	\$ 181.0225	N/A

B-Double Allowance:

Dec 1, 1999 \$1.3699 per hour of operation

Meal Allowance: \$7.65 per instance

SCHEDULE B

Classifications

GRADE 2:

As per Award, to include persons specifically engaged as

- a) container unpackers, and/or
- b) yard and/or platform hands

GRADE 3:

As per Award, to include persons specifically engaged as

- a) vehicle loaders, and/or
- b) straddle drivers, and/or
- c) product put-away and pick operators,
- d) Driver of two axle rigid vehicle of over 4.5 ton.

and who have completed appropriate dangerous goods training, and continue to display competence in same.

GRADE 4:

As per Award, to include persons specifically engaged as

- a) drivers of 3 axle rigid vehicles

and who have completed appropriate dangerous goods training, and continue to display competence in same.

GRADE 7:

As per Award, to include persons specifically engaged as

- a) drivers of semi trailer vehicles for delivery and pick-up purposes

and who have completed appropriate dangerous goods training, and continue to display competence in same

SCHEDULE C

Code Of Conduct

Aims:

This Code of Conduct aims to provide a system for identifying and maintaining acceptable employee behaviour and rectifying persistent poor work performance in a positive way by:

- a) Identifying to the employee behaviour that is unacceptable to UTS.
- b) Providing Employees, through a counselling and disciplinary process an opportunity to correct unacceptable behaviour and/or to rectify poor work performance.
- c) Ensuring that where unacceptable behaviour or poor work performance persists, despite counselling and disciplinary action, that any termination that may ensue is conducted in a manner that is demonstrably fair and just.

Obligations of Employees:

All employees of UTS are expected to:

- a) Carry out their duties and responsibilities to the limit of their competency and skill.
- b) Positively contribute to the achievement of the work objectives of the depot.
- c) Positively participate in approved, relevant training and to provide on the job instruction to others where appropriate.
- d) Comply with all work practices that are designed to promote the objective of a safe and healthy workplace.
- e) Comply with all reasonable and lawful instructions.
- f) Treat other employees, customers, associates and members of the general community with due respect, courtesy and good manners.
- g) Comply with the terms, conditions and commitment of the Enterprise Agreement.

Unacceptable behaviour or poor work performance may include but not be limited to the following:

- a) Consistent absenteeism without valid reason
- b) Lack of application to duties and responsibilities
- c) Derogatory speech or action
- d) Failure to comply with legal, safe and reasonable instructions
- e) Illegal, dishonest acts or acts which directly conflict with the interest of UTS
- f) Intimidatory acts or assaults
- g) Drunkenness, intoxication or illicit drug use
- h) Theft of company or personal belongings

Disciplinary Procedures:

The following disciplinary procedures shall apply for breaches of the Code of Conduct.

For breaches of the Code of Conduct all employees shall be subject to a process of:

- a) Verbal warning/counselling
- b) Written warnings/counselling/training/re-training
- c) Termination

Warnings:

When issuing warnings (verbal or written) the following matters should be taken into consideration:

- a) Employees are to be given the opportunity to have a witness or union delegate in attendance.
- b) Employees are to be advised of the nature of the specific issue generating the warning and the Company's expectations in respect to that issue.
- c) Employees are to be advised that disciplinary action will continue should the problem identified not be remedied. In this regard employees should be aware that termination of their contract of employment may ultimately occur.
- d) Employees are to be made aware that any written warnings issued will be placed on their personnel file.
- e) Employees are to be asked to sign a copy of the warning. Any refusal to do so will be noted on the warning document.

Summary Dismissal:

In circumstances of serious misconduct (ie misconduct of a kind where it would be unreasonable to require the employer to continue the employment contract during the notice period), the Company may summarily terminate the employee's contract of employment.

Examples of acts which may result in instant dismissal are:

- a) Serious and wilful misconduct
- b) Being under the influence of alcohol or drugs whilst at work
- c) Acts of violence
- d) Theft or wilful damage of company property.