

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/116

**TITLE:** Brambles Industrial Services - Maintenance Trades - Port Kembla Agreement 2001

**I.R.C. NO:** 2002/274

**DATE APPROVED/COMMENCEMENT:** 19 February 2002/ 1 July 2001

**TERM:** 30 June 2003

**NEW AGREEMENT OR  
VARIATION:** New. Replaces EA01/62

**GAZETTAL REFERENCE:** 26 April 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 29

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees engaged under the scope of the Metal, Engineering and Associated Industries (State) Award, at the company's Port Kembla depot.

**PARTIES:** Brambles Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch

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## BRAMBLES INDUSTRIAL SERVICES – PORT KEMBLA

### AMWU – TRADING AS AFMEPKI UNION - ENTERPRISE BARGAINING

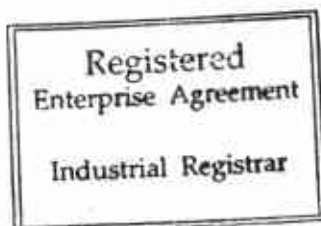
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#### 1.0 TITLE

The Agreement shall be referred to as the Brambles Industrial Services - Maintenance Trades – Port Kembla Agreement 2001.

#### 2.0 ARRANGEMENT

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Appendix 1 - Weekly Rates of Pay Applicable under this Agreement.

Appendix 2 - Skills Classifications Structure.

Appendix 3 - Retrenchment Agreement.



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### **3.0 PARTIES BOUND**

This agreement shall be binding upon:

- a) Brambles Australia Limited trading as Brambles Industrial Services (Port Kembla) hereinafter referred to as "the company".
- b) The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales (the Union), its officers and members employed by the company.

### **4.0 INTENTION/OBJECTIVES**

#### **INTENTION**

The purpose of this Agreement is to regulate partially the terms and conditions of employment of Brambles Industrial Services, *Port Kembla* employees previously regulated by the Metal, Engineering & Associated Industries (State) Award subsequently known as the Award;

#### **Objectives**

- a) To develop and maintain a culture of trust, consultation and co-operation with a view to achieving continuous improvement in the competitive performance of the company, its workplace environment, and the working conditions of its employees.
- b) Implementing workplace reforms so as to improve productivity and to aim for the world's best practice.
- c) To progressively and continuously remove inefficient practices and processes from all operational areas.
- d) To co-operate in the maintenance of the company's Quality Accreditation to enhance performance and service to our customers.
- e) To ensure flexibility, timeliness, reliability, safety, compliance, accountability, quality and profitability of all services offered.
- f) Initiating a program that provides growth and expansion of the business by having the most efficient employees, systems and equipment.



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- g) Implement Key Performance Indicators aimed at achieving measurement of enterprise efficiency and quality output.
- h) To ensure compliance by the company and its employees in all matters related to Occupational Health & Safety obligations and legislation with the target of eliminating workplace accidents and injuries.
- i) To ensure compliance with the Environmental Regulations and Requirements.
- j) Brambles will ensure that it is an equal opportunity employer and will not discriminate against an employee.

## **5.0 APPLICATION AND INCIDENCE**

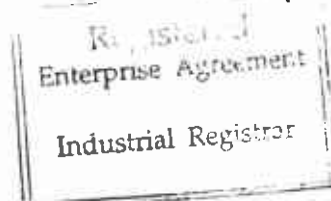
- a) The industry and callings covered by this Agreement are those generally referred to as mechanical repairs;
- b) The general terms and conditions of employment of persons covered by the Agreement shall be those prescribed by the Metal, Engineering & Associated Industries (State) Award.
- c) Provided that the terms of this agreement shall apply to the extent of any inconsistency with the provision of the aforementioned awards.
- d) This agreement covers all work associated with the current Port Kembla based business. Discussions will take place with the consultative committee where full-time permanent work is required at other locations.

## **6.0 RELATIONSHIP TO PARENT AWARD**

- 6.1 This agreement shall be read wholly in conjunction with the Metal, Engineering & Associated Industries (State) Award, as varied. The terms of the Award shall be incorporated into the terms of this Agreement.

Where there is any inconsistency between this agreement and the Award this agreement shall take precedence to the extent of any inconsistency.

- 6.2 The parties are committed to the Metal, Engineering & Associated Industries (State) Award continuing to cover the basic standard of employment in the industry.



- 6.3 Existing over award payments and conditions of employment shall continue to apply as if they were a term of this agreement except where the expressly stipulated terms of this agreement provide otherwise.
- 6.4 An employee commencing his or her employment with the employer after the date on which this agreement comes into operation shall be employed in accordance with the terms of this agreement.
- 6.5 The employer and the union agree that no employee, including apprentices and trainees, shall be employed other than under the terms of this agreement, ie no employee covered by this Agreement will be offered an Australian Workplace Agreement.

## 7.0 DURATION OF AGREEMENT

This agreement shall come into operation from the first full pay period after 1 July 2001 and remain in force until the 30 June 2003

## 8.0 MULTI-SKILLING

It is the intention at Brambles Industrial Services Port Kembla that all employees be given the opportunity to achieve their full potential and enrich their working life by acquiring a wide range of skills relevant to this branch.

- i) Union member employees will carry out work they may not normally perform and which may be covered by other unions who cover employees on site on a short-term basis to satisfy customer requirements and/or overcome other short-term operational problems, provided they have the required skills.

Non-Union member employees may carry out work normally performed by union members on a short-term basis to satisfy customer requirements and/or overcome other short-term operational problems, provided they have the required skills;

- ii) Employees will have the ability, through company provided training, to develop and extend their skills without restriction due to union membership;
- iii) Employees would be paid their normal pay rate while filling a short-term vacancy, unless the position they are filling has a higher rate, in which case they will get that rate;



## **9.0 CAREER PATH**

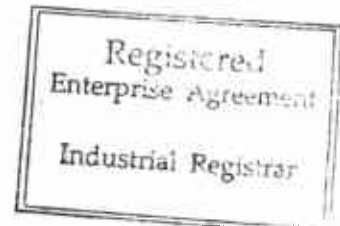
As well as the increases included in this agreement, employees have the opportunity of further career advancement as per the Skills Classification Structure included in the Award (Appendix II). During the life of this agreement people will be placed into the correct classification after a thorough skills audit.

## **10.0 INCENTIVE/BONUS SCHEME**

As well as the increases included in this Agreement, employees have the opportunity for further financial rewards through the following Incentive/Bonus Scheme.

The Bonus Scheme has four components:

- 1) Safety;
- 2) Customer Complaints;
- 3) Adherence to Work Procedures;
- 4) Vehicle Care/Accidents.



### **1. SAFETY**

A bonus of 0.25% will be paid to employees quarterly for meeting LTI targets.

### **2. CUSTOMER COMPLAINTS**

A bonus of 0.25% will be paid to employees quarterly if there are no customer complaints relating to the following:

- ♦ Driving a Brambles' service vehicle in a manner that is perceived to be a hazard to other road users, for example, road rage.
- ♦ Infringement Notice from BHP and other customers, such as speeding, not stopping at railway lines, etc.
- ♦ Offensive behaviour whilst on a customer's site.
- ♦ Wearing of uniforms and PPE.

### **3. ADHERENCE TO WORK PROCEDURES**

A bonus of 0.25% will be paid to employees quarterly for the following:

- ♦ Always filling out Time Sheets, Field Service Reports, Incident Report Forms and ATW Permits.

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- ♦ Always adhering to Work Procedures and Instructions, both in Brambles' yard and on any customer's site.
- ♦ Complying with Customers Site Induction process.

**4. VEHICLE CARE/ACCIDENTS**

A bonus of 0.25% will be paid to employees quarterly for vehicle care and no accidents as follows:

- ♦ Service vehicle kept in a clean and tidy state.
- ♦ No service vehicle accidents/damages. If a third party is at fault, this will have no affect on the bonus.

	Registered Enterprise Agreement Industrial Registrar	YEAR 1	YEAR 2
LTI's		0.25%	0.38%
Customer Complaints		0.25%	0.38%
Adherence to Work Procedures		0.25%	0.38%
Vehicle Care/Accidents		0.25%	0.38%
	<b>TOTAL</b>	<b>1.0%</b>	<b>1.5%</b>

**11.0 CONSULTATIVE PROCESS/COMMITTEE**

To facilitate the progression of the Enterprise Agreement a Committee, to be known as the Consultative Committee, will be formed. The Committee will comprise 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 (1) Union delegate).

The Committee shall meet not less than once per quarter to:

- a) Oversee the successful implementation and upkeep of the terms of this Agreement;
- b) Develop and progress proposals/suggestions for improved business performance.
- c) To discuss/notify major changes within the Company that will affect the employees under this agreement.
- d) To discuss and understand current business performance issues.

Any dispute arising from matters under consideration by the Consultative Committee shall be dealt with in accordance with the Dispute Settlement Procedure (Clause 16 of this Agreement).



The employer agrees to allow the union delegate to attend paid workplace information sessions twice per annum, at an agreed time, for a maximum two (2) hours at a time.

## 12.0 PAYMENT OF WAGES

Wages shall be paid weekly by means of Electronic Funds Transfer to an approved Financial Institution and account nominated by the employee.

To ensure payments are deposited, the company will request Financial Institutions concerned to verify by facsimile to the company that the employees' money has been deposited to their accounts.

Monies will be deposited with Financial Institutions so as to be available by 2.00pm on the pay day. In the event of money not being available in a nominated bank account by 2.00pm, wages will be paid in cash.

Employees who are bound by this agreement shall be paid as per the schedule of wage rates, attached at Appendix "1" to this agreement.

## 13.0 STATUTORY EMPLOYEE ENTITLEMENTS

Brambles, as a publicly listed company and under the direction of all company directors are committed to meeting all obligations in respect of employees statutory entitlements such as annual, sick and long service leave.

To ensure this happens Brambles makes appropriate monthly accruals and these amounts are audited by both internal and external auditors on a regular basis. These records can be viewed by a Union delegate, when required.

Brambles will continue to ensure that all employees' leave entitlements (annual leave, long service leave) are secure and will ~~seek to understand all~~ options to continue this security.

## 14.0 APPOINTMENT, TRANSFER AND PROMOTION

- i) The initial criteria for appointment, transfer or ~~promotion will be that of~~ merit of the candidate. Such merit will be measured in terms of skills, qualifications and overall best fit for the position;
- ii) Where two candidates are considered of equal merit, then other relevant criteria would be considered;
- iii) If employees or potential employees are given a practical test in assessing their merit, then they may have a union representative observe this test if they wish or other representation of the employee's choice.

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## 15.0 TRAINING

- 15.1 Where an employee undertakes training it shall be conducted as far as practicable in the employee's usual working time and the employee shall not lose pay for attendance or extra travel associated with such training.
- 15.2 Where the employer arranges training, course fees and materials will be reimbursed by the employer. If required to stay overnight at different courses, the company shall pay for accommodation and a reasonable meal allowance.
- 15.3 All apprentices and trainees shall continue to receive paid training. Such training shall meet the requirements of the Award and the industry training advisory board, resulting in a consistent national qualification.

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## 16.0 DISPUTE SETTLING PROCEDURE

The objectives of the procedure shall be to promote the resolution of disputes by measures based on consultation, co-operation and discussion; to reduce the level of industrial confrontation; and to avoid interruption to the performance of work and the consequential loss of production and wages.

### 16.1 Dispute Avoidance

- i) Supervisors will have regular meetings with employees in their section to discuss any issues either side wishes to raise, to provide feedback on section performance and review quality initiatives;
- ii) These meetings will normally be held just before or just after a shift and all employees would be expected to attend and would be paid at single time for the first hour of the meeting and the applicable overtime rate for time in excess of one hour;
- iii) Minutes would be kept of each meeting and posted on notice boards. Issues to be acted on would be followed up at the next meeting, if applicable;
- iv) Attendance and participation by union officials at any of these meetings would be at their discretion.

## **16.2 Dispute Settlement**

- (i) Any dispute not avoided through the preceding procedures would be dealt with in the following manner:
  - (a) An individual employee with a grievance shall first raise the matter with his/her supervisor. The supervisor will make every effort to respond within 24 hours;
  - (b) In the event of an industrial dispute, the representative of the Union on the job and the relevant Supervisor shall attempt to resolve the matters in issue in the first place;
  - (c) In the event of failure to resolve the dispute at job level, the matter shall be the subject of discussions between an organiser of the Union and the relevant manager;
  - (d) Should the dispute still remain unsolved, the applicable Union representative will confer with the Area Manager;
  - (e) In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Commission of New South Wales for assistance;
- (ii) In order to allow for the peaceful resolution of disputes, the parties are committed to no stoppages of work, lock-outs, or any other bans or limitations on the performance of work while the procedures of negotiation and conciliation set out herein are being followed.
- (iii) The employer and the union will be responsible for its own associated costs of conciliation.

## **16.3 Understanding Procedure**

The company and the union will undertake where required a joint education process to ensure all employees understand the above procedures.



## 17.0 SICK LEAVE

Employees shall be entitled the following ordinary working time as paid sick leave per year:

Year 1	-	9 days
Year 2	-	10 days

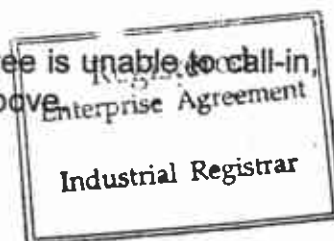
Unused sick leave shall accumulate and be paid out each year, once a block of 10 sick days is accumulated. Anything over the ten (10) days is payable. Unused sick leave may not be paid out at the end of the year, if the following is not adhered to:

1. A Doctor's Certificate must be obtained and submitted if the following occurs:
  - a. An employee is off work for two or more consecutive days;
  - b. An employee has a sick day before or after a Public Holiday or a Rostered Day Off;
  - c. An employee has a sick day on any Monday or Friday.

### 2. Notification – Reasonable Efforts

Employees are to make all reasonable efforts to notify their supervisor prior to commencement of their normal working shift of their absence.

If any emergency takes place and an employee is unable to call-in, the employer will make concessions on the above Enterprise Agreement



## 18.0 TRAINEESHIP

The development of traineeships is seen to be of value by all parties bound by this agreement, and two types of traineeships would be introduced.

### 18.1 Equipment Operator Trainee

This would be a three year traineeship. Trainees would follow a structured training program involving both in-house and external training courses. At the end of the three years, the trainee would have skills in driving trucks and operating plant and would go into a permanent position, if any are available, where his or her skills can be most utilised.

## 18.2 Management Trainee

This would be a six year traineeship and these trainees would complete a Bachelor of Business Course part-time. These trainees would do all the same things as the Equipment Operator Trainee for the first three years, and would spend the final three in supervisory type roles. At the end of six years, the trainee would go into a supervisory position if any are available.

The trainees would be involved in all aspects of work in our Branch and would not be expected to be a union member during their traineeships.

The pay rate applicable would be as follows:-

Trainees employed under the terms and conditions of this clause receive weekly rates of pay calculated by using the prescribed percentages of the appropriate Award rate and further adjusting by multiplying by a factor of 0.75 in order to spread weekly payment over the duration of the traineeship as per the following table:-

At 20 years of age	90% of appropriate award rate x 0.75
At 19 years of age	80% of appropriate award rate x 0.75
At 18 years of age	75% of appropriate award rate x 0.75
At 17 years of age	70% of appropriate award rate x 0.75

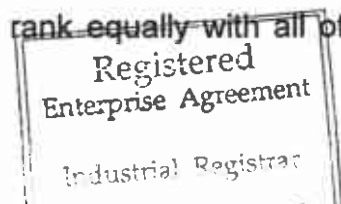
## 18.3 Workshop Trainees

Trainees recruited specifically for the workshop area will be covered by the terms and conditions for Traineeship as per the Metal & Engineering Industry (Traineeship Provisions) State Award which was ratified before the Industrial Relations Commission of NSW on the 25 August 1993.

The permanent employment of trainees will commence at the date of recruitment, and their period of service will rank equally with all other employees.

## 19.0 LONG SERVICE LEAVE

Long Service Leave will be in accordance with the Company Service Leave Act 1955, of NSW.



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## 20.0 TRADE UNION TRAINING LEAVE

Each delegate covered by this agreement and nominated by one of the unions shall be allowed up to 8 days paid leave per annum to attend trade union training courses conducted or approved by Trade Union Training Australian Inc or one of the unions. *Such leave shall not be cumulative.*

## 21.0 HOURS OF WORK

Notwithstanding the spread of ordinary hours as expressed in Clause 6.1 - Metal, Engineering & Associated Industries (State) Award, the employer and the employee may agree to alternative starting and/or finishing times for ordinary hours outside of this spread. An individual agreement may be made between any employee and the company without duress to either party.

## 22.0 ROSTERED DAYS OFF

1. It is agreed that rostered days off (RDO) may be accrued up to a maximum of 40 hours.
2. It is agreed that RDO's will be taken in accordance with the roster. It is agreed that the roster day will be Friday, and the roster will be arranged to ensure adequate manning in each job classification. The roster will be prepared six months in advance.
3. Should the company request, and by agreed arrangement, that an employee defers taking an RDO, the deferred RDO will be taken at a later day agreed between the employee and his/her supervisor.
4. It is agreed that employees will give the company a minimum of 48 hours notice before taking an accrued RDO.
5. Should an employee give the 48 hours required notice to change an RDO, and circumstances arise which warrant the employee to work on that day, then the employee, by agreement, would be deemed to have accrued that RDO as in Clause 22.1.

## 23.0 SUPERANNUATION

### 23.1 Definitions

- 23.1.1 Unless the contrary intention appears, an expression used in this clause has the same meaning as it has in the Superannuation Guarantee (Administration) Act 1992.

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23.1.2 "ordinary time earnings" is as defined in clause 6(b) of the Metal Industry Superannuation Award as at 1 January 1998, with the addition of workers compensation payments and make-up payments made in respect of time off work.

23.1.3 "eligible employee" is an employee whose ordinary time earnings are more than \$250.00 in a month.

## **23.2 Contributions**

23.2.1 The employer must contribute to superannuation at not less than the % of ordinary time earnings specified in the Superannuation Guarantee Charge Act 1992 and related legislation. This level of contribution shall be made in respect of all eligible employees.

23.2.2 The contributions are currently a minimum 8% from 1 July 2000 and 9% from 1 July 2002.

23.2.3 Contributions from 1 July 2002 will include an additional 1% of base wage.

23.2.4 The contributions shall be made into Superannuation Trust of Australia.

23.2.5 The contributions shall be made monthly.

23.2.6 The contributions continue until the employment is terminated or until it is no longer lawful to make contributions.

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eligible employee/s

## **24.0 UNION OFFICIALS AND SHOP STEWARDS**

24.1 An official or officer of the union/s shall have the right to enter the employer's establishment at any time during working hours for the purposes of conducting union business and matters incidental to union business.

24.2 The employer shall recognise appointed union delegates or shop stewards in the enterprise upon notification by the union to which the employee belongs. The union delegates or shop stewards shall be allowed all necessary time during working hours to interview employees and the employer or the employer's representative on matters affecting employees whom they represent. The delegates or shop stewards shall be allowed an adequate and private meeting place and reasonable time during working hours to interview a Union official from their union on legitimate union business.

24.3 On entering the site, Union officials must abide by Site Safety Procedures and conditions.

## **25.0 USE OF CONTRACTORS AND CASUALS**

It is agreed between the parties that prior to the use of contractors/casuals, consultation will take place with the consultative committee and will cover the nature of the job, expected duration, expected number of casuals/contractors to be on site and when the job is needed.

If agreement cannot be reached, then the dispute settling procedure of this agreement will be followed.

The use of contractors/casuals will be for:

1. To meet peak/cyclic/intermittent work loads;
2. Where existing Brambles' employees are unable to perform the work due to time, expertise or injury;
3. To cover long-term absences such as compensation, long service leave, and any extended leave which will be agreed to at the Consultative Committee.



Contractors/casuals will not be used to undermine the security of employment of current employees.

Casual employees will be paid 15% over the Brambles' C10 rate.

Full-time casuals will be employed up to a maximum of three (3) months.

Where labour hire companies are used, they shall be firms approved and recognised by the union.

All work performed by the contractors must be done safely and legally and in accordance with the appropriate awards and as stipulated by Brambles Industrial Services.

In the event of a contractor/casual being used in the case where Brambles' employees do not have the appropriate skills, then the consultative committee will address this area to see whether or not Brambles' employees could be trained to acquire the additional skills required.





## 26.0 SAFETY AND ENVIRONMENT PERFORMANCE

A dedicated and ongoing commitment is required by all workshop staff and employees in working safely, and striving towards a continued and genuine reduction in workplace incidents, accidents and injuries.

Employees and the company shall ensure that all activities undertaken with the workplace and/or external sites comply with:

- 26.1 Occupational Health and Safety legislation and requirements.
- 26.2 Environmental regulations and requirements.
- 26.3 Work procedures and guide lines as determined by the company.

## 27.0 COMPANY ALCOHOL AND OTHER DRUGS POLICY

Under no circumstances will any employee affected by alcohol and/or affected by any other drug be permitted to work and/or operate any equipment on company projects. This includes working on all customers' sites as well as Brambles' sites.

Further, the parties agree that no alcohol/drugs will be permitted on company projects.

Through the life of the agreement, the Consultative Committee will develop an effective set of operating procedures in line with Brambles Policy on Alcohol and Other Drugs.

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



## 28.0 WORKSHOP CONSUMABLES

A continued commitment is required from all workshop ~~staff in~~ reducing current levels and costs of workshop consumables.

## 29.0 LOCAL CONTENT

The parties are committed to promoting the Australian manufacturing industry and will ensure that in regard to infrastructure and ancillary construction, raw materials and components for the project, Australian goods and products will be used according to competitive price, quality and practicality.

### 30.0 PRODUCTION FLEXIBILITY

To continue working into, or through, rest breaks and/or meal breaks, when vehicles or equipment are required to satisfy customer needs.

To work reasonable amounts of overtime, as the company deems necessary.

### 31.0 CODE OF BEHAVIOUR

#### Aims:

This Code of Behaviour 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 BIS.
- 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 BIS are expected to:

- a. Carry out their duties and responsibilities to the limit of their competence and skill.
- b. Positively contribute to the achievement of the work objectives of the depot and this agreement, in line with Brambles values.
- 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 health workplace.
- e. Comply with all reasonable and lawful instructions.

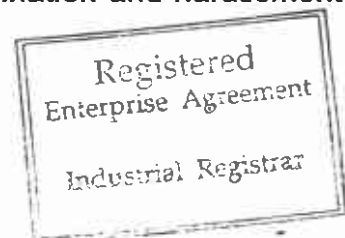


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- f. Treat other employees, customers, associates and members of the general community with due respect, courtesy and good manners.
- g. Comply with the terms, conditions and commitment of the Enterprise Agreement.

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 BIS.
- f. Intimidatory acts or assaults, including discrimination and harassment of any form.
- g. Drunkenness, intoxication or illicit drug use.
- h. Theft of company or personal belongings.



### **Disciplinary Procedure**

Any employee who wilfully violates any Brambles' policy, procedure or code of behaviour will face disciplinary action, subject to the following procedure:

1. In the first instance, a non-compliance will be investigated and dealt with by the employee's immediate supervisor. This will involve a full investigation of the circumstance leading to the non-compliance and give the employee involved the opportunity to present any information relevant to the incident. The immediate supervisor may utilise the appropriate counselling or remedial services available under the Brambles' Employee Assistance program. The investigation process will be documented and if the non-compliance is proven and is not of such a serious nature it warrants action under 4 or 5, then a written warning will be given to the employee, and a copy placed on the employee's file and his/her nominated union official will be notified.

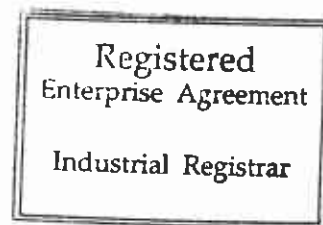
If no further non-compliance occurs within 6 months of the date of the first written warning then this warning will be disregarded so far as further discipline is concerned.

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4. In the second instance, the investigation of the non-compliance will involve the employee's immediate supervisor, union representative and the Manager of the area. If the non-compliance is established and again it is not of such a serious nature it warrants action under 4 or 5, then a second written warning will be given to the employee, a copy placed on the employee's file and his nominated union official notified. The employee will be placed on an agreed review process involving review dates, established performance milestones and improvement procedures.

If no further non-compliance occurs within 12 months of the date of the second written warning, then this warning will be disregarded so far as further discipline is concerned. If a further non-compliance occurs after 12 months, the procedure should be repeated from Step 1, except where the offence is the same as the previous one in which case the procedure should commence at Step 2.

3. In the third instance involving the employee, immediate supervisor, manager and union representative, termination of employment will occur if the improvement milestones are not met or further non-compliance occurs.
4. If the non-conformance is proved to be of such a serious nature, eg serious accident involving equipment or others, serious customer complaints, serious neglect of duties, etc, where it falls just short of requiring summary dismissal, then the company may elect to suspend the employee without pay for one week, as well as giving a written reprimand and final warning.



**5. Summary Dismissal**

- (a) If an employee is guilty of conduct or behaviour which warrants summary dismissal, the company shall not be required to either give notice or to make a payment in lieu thereof.

Without limiting the company's rights in this regard, examples of an act or behaviour which warrants summary dismissal may be the commission of a criminal act against the company, its employees, contractors or clients, refusal of duty or malingering,

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(b) If an employee becomes subject to the provision of this clause, he/she is to be suspended on pay immediately. Upon suspension occurring, the Supervisor or Profit Centre Manager shall immediately contact the Area Manager who will conduct an inquiry with the union delegate and the local union official. The Industrial Relations Manager will be informed of the situation. If the conduct or behaviour is confirmed to the Area Manager's satisfaction, then the employee shall be terminated forthwith. However, if the matter is not resolved, it shall be referred back to the Disputes Settling Procedure. Payment will continue for no more than one week. At all times, facts will be used as the basis for settling the matter.

### **32.0 COMMITMENT TO QUALITY ASSURANCE**

A willingness by all workshop employees to assist in whatever is necessary to uphold the company's commitment to its Quality Assurance initiatives.

### **33.0 MEDICALS**

All workshop employees are to participate in periodic medicals, as required by the company.

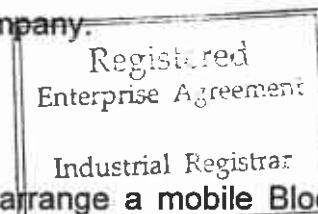
This initiative is designed to maintain a healthy workshop by the early detection of any medical concerns on the part of the employee.

Any decision regarding the employee's ongoing employment upon the identification of a serious medical problem will be made in consultation with the company, the employee concerned and a union representative.

The costs of these medicals shall be borne by the company.

### **34.0 BLOOD DONORS LEAVE**

The employer, from a request from the union, will arrange a mobile Blood Bank to come to the Main Port Kembla Depot. Employees who attend during work hours shall be allowed the necessary leave of absence without loss of pay.



### **35.0 LICENCE INSPECTIONS**

All workshop staff are required to produce their driver's licence upon request by the company, for inspections and recording of details.

