

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/63

TITLE: Cleanaway (NSW) Sydney Industrial (TWU) Agreement 1999

I.R.C. NO: 99/2853

DATE APPROVED/COMMENCEMENT: Approved 21 June 1999 and commenced 21 May 1999

TERM: 31 July 2000

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 31 March 2000

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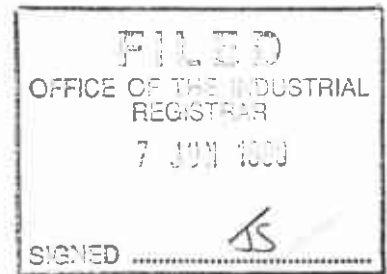
COVERAGE/DESCRIPTION OF

EMPLOYEES: It applies to all employees engaged under the scope of the Transport Industry Trade Waste (State) Award, at Erskine Park and Mortdale depots.

PARTIES: Brambles Australia Pty Limited t/as Cleanaway Industrial Services - Southern New South Wales -&- Transport Workers' Union of Australia, New South Wales Branch



**CLEANAWAY (NSW) SYDNEY INDUSTRIAL
(TWU) AGREEMENT 1998**



1.0 TITLE

This Agreement shall be referred to as the Cleanaway (NSW) Sydney Industrial (TWU) Agreement 1999.

2.0 ARRANGEMENT

Clause No. Title of Clause

PART 1 - APPLICATION & OPERATION

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- 4 Parties Bound
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3.0 COMMENCEMENT DATE OF AGREEMENT & PERIOD OF OPERATION

This Agreement shall operate from 21 May 1999 and shall remain in force for until 31 July 2000. Payments in accordance with the terms of this agreement will be implemented upon signing.

Negotiations in respect to the next agreement will commence 3 months prior to the expiry of this agreement.

4.0 PARTIES BOUND

The parties to this Agreement are the Transport Workers Union (NSW Branch) and Cleanaway Sydney Industrial, (the Company), with respect to employees of the Company at Erskine Park & Mortdale NSW performing work under the scope of the Transport Industry Trade Waste Award.

5.0 COVERAGE OF AGREEMENT

5.1 This Agreement applies to operations pertaining to Cleanaway Sydney Industrial located at Erskine Park & Mortdale depots NSW.

5.2 This Agreement recognises the Transport Industry Trade Waste Award so far as it relates to the operations referred to in 5.1 as the parent award and applies in lieu of the award in respect of any subject matter addressed within and to the extent of any inconsistency.

This agreement seeks to vary the application of some aspects of the Award to better suit the Cleanaway operations. Where no variation has been defined the standard clauses of the Award apply.

All previous yard agreements not consistent with the terms of the Transport Industry Trade Waste Award, the Cleanaway NSW Agreement 1995 or this agreement shall cease to apply.

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



PART 2 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

6.0 AGREEMENT OBJECTIVE

6.1 The fundamental objective of this Agreement is to create a framework consistent with the intent of the parties to achieve the following goals:

- ▶ Respond to service users (clients or customers) in an efficient and timely manner.

It is recognised that the company is involved in the trade waste collection industry which demands a high level of Customer Service in order to meet client needs.
- ▶ Co-operating in the implementation and maintenance of Quality Assurance accreditation & Environmental Management Systems.
- ▶ Compliance by the Company and employees with their statutory occupational health and safety obligations to prevent accidents/incidents and workplace injuries.
- ▶ Recognise individually and collectively the responsibility to respect and care for the environment in which work is performed.
- ▶ Avoid industrial action as a means of resolving problems by working to finality the agreed conflict resolution procedures ie. exhausting all avenues to resolve problems so as to develop a dispute free workplace culture.
- ▶ Create an environment where individuals work as a team to co-ordinate their efforts and become an efficient and effective group.
- ▶ Build openness, trust and open communications which delivers positive employee relations benefits to all participants.
- ▶ Provide leadership which exhibits consideration for people, promotes trust and teamwork and empowers people to improve their work processes.
- ▶ Promote the growth and retention of permanent employment.

6.2 Productivity Improvement Overview

Cleanaway Sydney Industrial is committed to becoming an efficient and cost effective waste service operation & in doing so, remain profitable whilst growing the business. The aim of this agreement is to assist the process through the workforce and management alike being flexible, committed and skilled; and adopting a culture based on participation, teamwork, trust and mutual respect.



This will be achieved by fostering and developing teamwork amongst all employees;

- Use of project teams (small groups) involving employees from all levels of the organisation to analyse and develop solutions for problems;
- All employees and teams to provide a quality service to their customer (the next person or team);
- Assist co-workers ie. eliminate “That’s not my job” attitude;
- Understanding each other’s specific concerns, needs and opinions.

This agreement has been put together on the basis that all employees, management and the workforce alike have ownership, commitment and accountability to the success of this agreement.

The parties accept that the formation of teams and teamwork will be a major contributor to improving the productivity, efficiency and flexibility of this site. It is agreed that teamwork will become the norm, however, contributions by individuals are still desirable as individuals make up the total team.

7.0 CONSULTATIVE PROCESS

7.1 A site Consultative Committee comprising of management representatives, and 3 drivers (as per the EBA negotiation team) will continue to meet monthly as required to review progress of the EBA initiatives & discuss improvements in productivity and the development of an agreed incentive method for minimising the number of days taken as sick leave.

The Committee is committed to a consultative presence and involvement in respect to the development and review of business requirements.

7.2 Any dispute arising from matters under consideration by the consultative committee shall be dealt with in accordance with the Dispute Settlement Procedure.

7.3 Communication

To achieve continuous improvement and for this agreement to succeed, the Company and it’s employees need to promote more effective two way communication between employees and teams as well as with supervision and management. The key indicators are:

- (a) Every person is encouraged to approach their direct Supervisor or a member of the management team on any matter that is of concern to them.
- (b) All parties accept that there is a need for effective two way communication to operate in an open and participative manner where consultation, not confrontation, is the norm;
- (c) The company believes that there is need from time to time to communicate directly with employees.



To achieve the above the following items whilst not exhaustive are to be addressed:

- (a) Better communication on OH&S issues & initiatives;
- (b) Feedback on key business drivers;
- (c) Quarterly briefing on company performance;
- (d) Better two way/telephone communication system on site available for all to use;
- (e) More communication/consultation between departments to ensure all jobs are done “right the first time”.

8.0 DISPUTE SETTLEMENT PROCEDURE

8.1 The parties to this Agreement will operate under this Dispute Settlement Procedure and it is the intention of the parties that the Procedure will be strictly adhered to for any issue, local or national.

In view of the guarantee of service outlined in subclause 8.3, 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.

8.2 The Dispute Settlement Procedure shall be:

8.2.1 All matters shall be attempted to be resolved within the workplace.

8.2.2 The following steps shall be followed until the matter is resolved:

8.2.2.1 Any matter shall first be discussed between the employee and supervisor.

8.2.2.2 The Union Delegate shall consult with the Branch Manager on the matter.

8.2.3 If the matter cannot be resolved within the steps identified in subclause 8.2.2, 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.

8.2.4. 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.

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

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8.3 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, the employees will endeavour not to take industrial action to disrupt the availability of labour to work in accordance with the requirements of the Company's business undertakings.

If industrial action is taken, an employee from each section will attend work to ensure essential services are maintained.

8.4 It is recognised by all parties that the work (collection & disposal of waste) is owned by Cleanaway.

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

8.6 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.



**PART 3 - COMPANY AND EMPLOYEES DUTIES, EMPLOYMENT
RELATIONSHIP AND RELATED ARRANGEMENTS**

9.0 CONTRACT OF EMPLOYMENT

9.1 Employment Categories

Employment under this Agreement may be full time or casual.

9.2 Probationary Period

A full time employee shall be subject to a 3 month probationary period.

Casual employment with Cleanaway Industrial Services shall be recognised as the probationary period upon appointment to a full time position.

9.3 Medical Examinations

9.3.1 Employees may be requested and encouraged to undertake medical checks, by the preferred company doctor, during the term of employment. All tests shall be taken during work time and all costs shall be met by the company. Such medical examinations shall not be used to terminate an employee's employment. A Hep B program will also be implemented.

9.3.2 All medical examination results shall remain confidential at the company doctor's surgery.

The company will be provided with a copy of a medical statement from the doctor detailing:

- whether the employee is fit or unfit for work, and
- any medical information which may be required by the company consistent with relevant statutes and legislation.

9.3.3 The outcome of medical examinations will not be used to the detriment or prejudice of an employees career prospects or earning capacity.

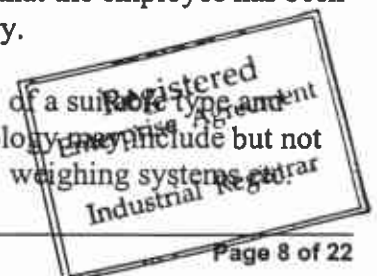
9.3.4 The medical tests shall be conducted on an employee's anniversary date.

9.4 Employee Duties

9.4.1 The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

9.4.2 The Company may direct an employee to carry out such duties and use such tools, equipment and technology as may be required, provided that the employee has been trained in the use of such tools, equipment and technology.

Where new equipment/technology is introduced, training of a suitable duration shall be introduced. The new equipment/technology may include but not be limited to on board computers, Mapinfo, GPS, Victor, weighing systems etc.



9.5 Abandonment of Employment

- 9.5.1 The absence of an employee from work for a continuous period of three (3) working days without the *approval* of the Company and without notification to the Company shall be prima facie evidence that the employee has abandoned employment.
- 9.5.2 Provided that if within a period of 5 days from the employee's last attendance at work or at the date of the last absence in respect of which notification has been given *or approval* has been granted an employee has not established to the satisfaction of the Company that the absence was for a reasonable cause, the employee shall be deemed to have abandoned employment.
- 9.5.3 Termination of employment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which approval was granted, or the date of the last absence in respect of which notification was given to the Company, whichever was the later.

9.6 Appointment, Transfer and Promotion

- 9.6.1 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.
- 9.6.2 Where two or more candidates are considered of equal merit then other relevant criteria such as seniority would be considered.

9.7 Redundancy

Any decisions on offering redundancies will be at company discretion. Should redundancies be offered, the company commits to consult with the union regarding conditions.

9.8 Disciplinary procedures

Refer to Appendix for details on the Code of Conduct.



PART 4 - PRODUCTIVITY IMPROVEMENT AND WORK PRACTICES

10.0 PRODUCTIVITY IMPROVEMENTS

Cleanaway prides itself on providing a quality product to customers. It is imperative that we achieve continuous improvement in the quality of our customer service to enable us to become competitive and therefore achieve growth in the market. The key productivity indicators are:

- 10.1 All employees/teams accept their responsibility to provide a quality product/service to their next in line customer(s).

- 10.2 Employees will perform routine inspections in the form of DVRs (Daily Vehicle Reports). This clause shall be read in accordance with the standard procedure for Filling out DVRs
- 10.3 All employees will seek continuous improvement in the quality of our service.
- 10.4 Reduce the number of customer complaints & credit notes. This requires paperwork (runsheets) to be filled out promptly & accurately.

11.0 WORK PRACTICES

All employees will need to be involved in teams, be flexible and eliminate any unnecessary barriers that impede the achievement of the company goals. The key productivity indicators are:

- 11.1 All employees will work to their full skill, competence and training and in doing so make a positive contribution to a more productive workplace.
- 11.2 Ensuring that working patterns and arrangements enhance flexibility and the efficiency of Cleanaway.
- 11.3 Establishment of basis for multi-skilling in front-lift, rear-lift, bulk and liquid operations
- 11.4 All employees will use new technology, where applicable, provided that where new equipment/technology is introduced, training of a suitable type and duration shall be introduced (as has been implemented, for example, on board computers, Mapinfo, GPS, Victor etc.).
- 11.5 Management shall be able to move vehicles from "Point A" to "Point B" inside the depot and to and from any repair and mechanical institutions, provided that a driver is contacted first and no 'clocked on' employees are readily available and that the vehicles are not to be worked or loaded by management.

To achieve flexibility and better utilisation of skills, the following items whilst not exhaustive are to be addressed:

- Drivers (when not on the road) to wash trucks and assist in clean product destruction;
- Employees to wash vehicles daily, provided that it is within the ordinary shift;
- Employees to carry out cleaning and other duties as required during breakdowns/down time where access is available and duties are within training, competence and skill;
- Accurate recording by all drivers;
- All breakdowns to be treated urgently by everyone concerned, so notification to the workshops shall be done promptly;
- Follow up of emergency repairs to ensure permanent fix to prevent further breakdown;
- Eliminate un-official breaks e.g. idle time, smoke breaks etc..Normal disciplinary procedure will apply as per the Code of Conduct in Appendix A;

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12. TRAINING & MEETINGS

- 12.1 To meet our expectations in the waste services market, the company requires all employees, management and the workforce alike to be flexible, receptive to change, multi-skilled and function as a team. Appropriate training and education (including meetings) will be implemented to develop these skills and all employees must be willing to undertake training as needed.

The following items whilst not exhaustive are to be addressed in the training plan:

- 12.2 Training provided by the company and meetings between the drivers (union related & other) will be paid at ordinary time on the basis of sessions not exceeding 2 hours per session. It is agreed that this training may be conducted prior to or after the normal workday as long as it occurs within the span of hours. If the training continues beyond 2 hours & the employee has already performed eight (8) hours work, overtime rates shall apply. In such circumstances, overtime shall be paid on the basis of time and a half for the first two hours and double time thereafter. The duration of training will not exceed 4 hours per month per employee, ie. 4 x 1hr sessions or 2 x 2hr sessions etc.
- 12.3 Driver Assessor Training (DAT) shall be conducted by a qualified person. Any employee, including the DAT representative, can be utilised to familiarise the new employees in the relevant systems. When a person applying for a position is required to be approved prior to DAT training, the Fleet Manager or Supervisor can approve this person.

13. ABSENTEEISM

The productivity and efficiency of the company is effected when employees are absent from the workplace. The parties agree that we need to improve this record by reducing absenteeism of total hours worked which represents a reduction per annum. The following items whilst not exhaustive are to be addressed:

- 13.1 All employees will need to complete the Application for Payment/Advice of Sick Leave form for every day absent (single days) and provide a doctor's certificate for each absence. Failure to provide such documentation could result in no payment;
- 13.2 Where an employee has an appointment to see their Doctor, Dentist etc., they will be encouraged to take only the required hour(s) off rather than the whole day, where medical requirements permit;
- 13.3 Work together to eliminate unnecessary "sickies".



14. OCCUPATIONAL HEALTH AND SAFETY

The company and its employees dedicate themselves to continual improvement in maintaining and enhancing our occupational health and safety record.

Brambles are attempting to gain self insurance, so all employees need to be committed to following the “Incident Reporting Procedure” & identifying risks within the workplace. To achieve the above, the following items whilst not exhaustive are to be addressed:

- Active involvement of all employees and their support of the OHS Committee;
- Active involvement in the development, implementation & maintenance of the induction procedures, emergency procedures & standard operating procedures;
- Employees assisting in identifying risks and offering suggestions for improvement;
- Awareness and proper use/care of safety equipment;
- Minimising equipment damage & prompt reporting of;
- Adherence to the company Health & Safety policy by all parties.

15. QUALITY ASSURANCE

15.1 All employees are committed to the implementation & maintenance of a Quality Assurance program in accordance with Australian Standard 9002.

This includes the adherence to all Standard Operating Procedures and the completion of any necessary paperwork.

15.2 As part of this Quality Program all employees shall wear the company uniforms issues by the company. The uniform consists of long trousers, long sleeved shirts, shorts, short sleeved shirts and safety boots which must be worn at all times. Safety hats & glasses may be required at various clients sites & this equipment shall be available in the workshop.

15.3 Uniform Issue

Each employee shall be entitled to the following items as detailed below:

<i>Item</i>	<i>Number</i>	<i>Frequency</i>
<i>Long sleeved shirts, cotton drill</i>	<i>5</i>	<i>Annual</i>
<i>Short Sleeved Shirts, cotton drill</i>	<i>5</i>	<i>Annual</i>
<i>Shorts, cotton drill</i>	<i>3</i>	<i>Annual</i>
<i>Long trousers, cotton drill</i>	<i>3</i>	<i>Annual</i>
<i>Safety boots</i>	<i>1</i>	<i>As required</i>
<i>Bluey Jacket - cotton drill</i>	<i>1</i>	<i>2 yearly</i>

All uniforms will be provided on an exchange basis.



PART 5 - WAGES & RELATED MATTERS

16.0 CLASSIFICATIONS & WAGE RATES

16.1 The following wage rates shall apply during the life of this Agreement.

Grade	Base \$pw	21 May 99 (5%) \$pw	Stage 2 30 Nov 1999 KPIs (2.5%) \$pw	Stage 3 31 May 2000 KPIs (2.5%) \$pw
4	613.55	644.60	660.72	677.24
5	627.07	658.42	674.88	691.75
6	632.81	664.45	681.06	698.09
7	662.95	696.10	713.50	731.34
All systems driver	?			

16.2 Table A defines the other relevant allowances for the term of this agreement.

16.3 Payment of Wages

All wages shall, at the discretion of the Company, be paid by electronic funds transfer. Wages will be processed weekly.

16.4 Superannuation

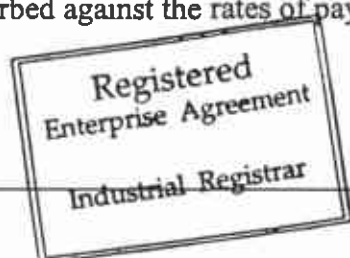
16.4.1 Employer funded superannuation contributions shall be paid into one of the following funds as nominated by the employee;
 - TWU Super Fund, or
 - Brambles Superannuation Trust

16.4.2 Once an employee has nominated the fund into which contributions are to be directed, the employee may not seek to change that nomination during the life of this Agreement.

17.0 NO EXTRA CLAIMS

It is a term of this Agreement that during the nominal term set out in Clause 3 there shall be no claims for wages and allowances or terms and conditions of employment except as provided for within this Agreement.

It is also a term of this Agreement that any wage movements arising during the life of this Agreement from National or State Wage Case decisions shall be absorbed against the rates of pay set out in Clause 16.



18.0 INCENTIVE SCHEME

18.1 OBJECTIVES

- Improve productivity
- Reduce absenteeism
- Foster a teamwork approach
- Improve communications between management & employees
- Grow the business

18.2 OUTCOMES

If we achieve our objectives we will;

- Continue to grow the business & improve market share
- Improve job security for all employees
- Encourage shareholders to invest additional capital in new & upgraded facilities
- Enable employees to share in financial benefits achieved by exceeding targets
- Management/driver improvement process “working together”.

18.3 DEFINITIONS

Productivity – achieve more lifts per hour.

Absenteeism % - the percentage of time counted as absenteeism over the total manhours for the period. This includes lost time injuries. Therefore the return to work through the rehabilitation program would be encouraged.

Equipment damage - the \$ to fix damage caused by incidents where the driver is at fault.

18.4 INCENTIVE SCHEME OUTLINE

18.4 Incentive Scheme Outline

18.4.1 The incentive scheme will commence from the operation of this Agreement. Two separate payments of 2.5% each will be made in the ensuing 12 (twelve) month period, subject to the performance of the company in three designated areas.

18.4.2 The three designated areas will be:

- a) Productivity
- b) Absenteeism
- c) Equipment Damage



18.5 Incentive Scheme Operation: Establishing Targets

- 18.5.1 The performance incentive scheme will operate as follows
- 18.5.2 From the commencement of the operation of the EA, the current performance of the company in each of the three areas referred to in clause 18.5.1 above will be determined.
- 18.5.3 The performance incentive scheme will incorporate realistic and achievable targets.
- 18.5.4 Targets will then be established by applying a set percentage rate to the current performance level in each of the three designated areas. The percentage rates applied will be as detailed below:
- a) Productivity (plus 10%)
 - b) Absenteeism (minus 20%)
 - c) Equipment Damage (minus 20%)

18.6 Incentive Scheme Operation: Measuring Targets

- 18.6.1 Productivity will be measured in the following areas and using the following measures to determine the targets
- a) frontlift: M3/hr/ Lifts per hour
 - b) rearlift: lifts/hr
 - c) bulk: lifts/hr
 - d) liquid: kl/hr.
- 18.6.2 Absenteeism will be measured as the percentage of time counted as absenteeism over the total manhours for the period.
- 18.6.3 Equipment damage will be measured using the dollar cost to fix damage caused by incidents where the driver is at fault.

18.7 Incentive Scheme Operation: Monitoring Performance

- 18.7.1 Once the targets are established a committee made up of a Workplace representative from each system and 2 company representatives will be convened to monitor the performance of the business against the set targets.
- 18.7.2 The parties agree that major issues of disruption outside the control of the drivers will be considered when assessing the performance of the business against the set targets. If it is determined by the Committee that the targets are too high, the targets may be altered.
- 18.7.3 The committee referred to in sub-clause 18.7.1 above will meet monthly and the company will maintain and provide monthly data to illustrate the performance of the business against the set targets.



- 18.7.4 On 30 November 1999, the performance of the company against the set targets will be determined. The information will be presented to the monitoring committee.
- 18.7.5 If the set targets are achieved in all of the three designated areas, an increase of 2.5% will be paid to all employees of the company covered by the Agreement.
- 18.7.6 If the set targets are not achieved in all the three designated areas, no increase will be paid to the employees of the company. The current targets will then be carried over into the next six month period.

18.8 Continuous Improvement

- 18.8.1 If the targets set in the first stage of the agreement are achieved, the same percentage rates is detailed in clause sub clause 18.5.3 will be applied to each of the three designated areas, based on their current level of performance, to create new performance targets.
- 18.8.2 Once the targets are established a committee made up of a Workplace representative from each system and 2 company representatives will be convened to monitor the performance of the business against the set targets.
- 18.8.3 The parties agree that major issues of disruption outside the control of the drivers will be considered when assessing the performance of the business against the set targets. If it is determined by the Committee that the targets are too high, the targets may be altered.
- 18.8.4 The committee referred to in sub-clause 18.8.3 above will meet monthly and the company will maintain and provide monthly data to illustrate the performance of the business against the set targets.
- 18.8.5 On 31 May 2000, the performance of the company against the set targets will be determined. The information will be presented to the monitoring committee.
- 18.8.6 If the set targets are achieved in all of the three designated areas, a further increase of 2.5% will be paid to all permanent employees of the company.
- 18.8.7 If the set targets are not achieved in all of the three designated areas, no increase will be paid to the employees of the company.



PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

19.0 HOURS OF WORK

19.1 The ordinary hours of work shall be an average of 38 per week to be worked in accordance with an established work cycle of not more than four (4) weeks.

19.2 The ordinary hours of work will be in accordance with Clause 6 of the Award, except -

19.2.1 where, by agreement with the employees affected, the ordinary span of hours can apply on any day Monday-Saturday between the hours of 3:00am-4:00pm.

Provided that

- A) payment for ordinary hours on a Saturday shall be at the rate of time and one half.
- B) Employees receive 2 consecutive days off in the week, and 1 of these days is a Sunday.
- C) Employees will not be disadvantaged in respect to public holiday entitlements where their ordinary days of work do not include public holidays recognised in accordance with award provisions.

19.3 The need for the Company to provide viable services to satisfy customer needs will be a determining factor in respect to hours of work issues.

19.4 Call-back

It is agreed that employees recalled to work in accordance with this Clause, and clause 13 of the Award, shall perform all reasonable tasks requested by the Company.

If an employee is called-back outside of normal hours, a \$25 payment will be made to the employee.

19.5 Wash Time

Each employee shall be entitled to take the last 15 minutes of each shift as shower time. Wash time shall count as ordinary time worked unless it is already on overtime, which will be paid as overtime.

19.6 Starting time

An employee's starting time for any day may be varied, without penalty, providing 48 hours notice has been given by the company to the employee.

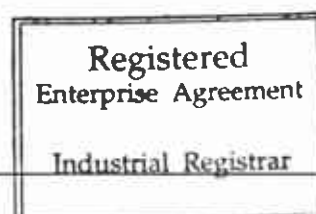


TABLE A - Allowances

This is the table A referred to in Clause 16.0 - Classifications & Wage Rates.

For the term of this agreement, Meal Allowance and First Aid allowance shall be applied as per the Award.



PART 7 - SIGNATORIES TO THE AGREEMENT

~~WU~~ ~~1st June 1999~~

~~Signature
Management Representative
Cleanaway Erskine Park~~

~~Date~~

~~Tony Khoury Operations Manager~~

~~Print Name & Title~~

~~AWU~~

~~21st May 1999~~

~~Transport Workers Union
(New South Wales Branch)~~

~~Date~~

~~Anthony V. Sheldon~~

~~Print Name and Title~~

~~WU~~

~~4th June 1999~~

~~Signature
Cleanaway, a division of
Brambles Australia~~

~~Date~~

Tony Khoury Operations Manager

Print Name and Title



CODE OF CONDUCT

1. Aims

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

Identifying to the employee behavior that is unacceptable to Cleanaway.

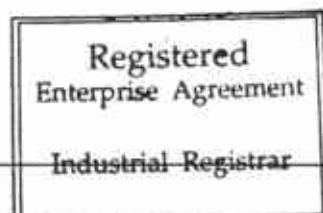
Providing employees, through a counseling and disciplinary process an opportunity to correct unacceptable behavior and/or to rectify poor work performance.

Ensuring that where unacceptable behavior or poor work performance persists, despite counseling and disciplinary action, that any termination that may ensue is conducted in a manner that is demonstrably fair and just.

2. Obligation of Employees

All employees of Cleanaway are expected to:

- * Carry out their duties and responsibilities to the limit of their competency and skill.
- * Positively contributes to the achievement of the work objectives of their respective business unit.
- * Positively participate in approved, relevant training and to provide on the job training to others where appropriate.
- * Comply with work practices that are designed to promote the objective of a safe and healthy workplace.
- * Comply with all lawful instructions.
- * Treat peers, other employees of Brambles Equipment, clients, associates and members of the general community with due respect, courtesy and good manners.
- * Comply with the terms, conditions and commitments of the Enterprise Agreement.
- * Comply with acceptable personal presentation.
- * Complete all necessary documentation on time with acceptable attention to detail, accuracy, neatness, etc.
- * Ensure that all equipment is cleaned, checked and stored properly. That the depot and buildings are clean, neat and tidy, where necessary, idle time shall be utilised for this purpose.



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

- * Consistent absenteeism without valid reason;
- * Lack of application to duties and responsibilities;
- * Derogatory speech or action;
- * Failure to comply with legal, safe and reasonable instructions;
- * Illegal, dishonest acts or acts which directly conflict with the interest of Brambles Equipment;
- * Intimidatory acts or assaults;
- * Drunkenness, intoxication and illicit drug use.
- * Poor personal presentation.

3. Disciplinary Procedures

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

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

- * Verbal warning/counseling;
- * Written warnings/counseling/training/re-training;
- * Termination.

4. Warnings

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

- I. Employees are to be given the opportunity to have a witness or union delegate in attendance;
- II. Employees are to be advised of the nature of the specific issue generating the warning and Company's expectations in respect to that issue;
- III. Employees are to be given an opportunity to respond to the matter(s) raised in II.
- IV. Employees are to be advised that disciplinary action will continue should the problem(s) identified not be remedied. In this regard employees should be aware that termination of their contract of employment may ultimately occur;
- V. Employees are to be made aware that any written warnings issued will be placed on their personnel file;
- VI. Employees are to be asked to sign a copy of the warning, any refusal to do so should simply be noted on the warning document.



5. Summary Dismissal

In circumstances of serious misconduct i.e. misconduct of a kind such that it would be unreasonable to require the employees to continue the employment during the notice period; the Company may summarily terminate an employee's contract of employment.



Release and Direction to Pay

The Proper Officer
Transport Workers' Union of Australia
New South Wales Branch

**TWU v. Rapid Transport; Contract of Carriage Tribunal matter
Numbers T21 to T31 of 1995**

I _____ on behalf of _____ hereby:

- A. Release unconditionally the Transport Workers' Union of Australia, New South Wales Branch [‘the Union’] from any claim that I, my partners or agents have or may have against the Union relating to the Union’s advice, conduct and representation in the above matters;
- B. Agree not to claim or demand or to take or institute any Proceedings against the Union relating to the Union’s advice, conduct or representation in the above matters;
- C. Agree to indemnify and keep indemnified the Union from any claim or Proceedings bought by my partners or agents against the Union relating to the Union’s advice, conduct and representation in the above matters;
- D. Authorise and direct you to pay me the sum of \$ _____ in full and final settlement of my claim in the above matters; and
- E. Hereby direct you to draw the following cheques in respect of this payment:

- 1. Account Name _____ Sum \$ _____
- 2. Account Name _____ Sum \$ _____
- 3. Account Name _____ Sum \$ _____
- 4. Account Name _____ Sum \$ _____

(Signature)

(Date)

