

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/03

TITLE: NSW Stemming Truck Operator's Enterprise Bargaining Agreement 2001

I.R.C. NO: 2001/7054

DATE APPROVED/COMMENCEMENT: 9 November 2001

TERM: 9 May 2004

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 15 March 2002

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to employees of the Company employed as a Grade Four Transport Operator required to perform the functions of driving a four axle rigid vehicle and other vehicles as required by a Grade Four classification, such as loaders.

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

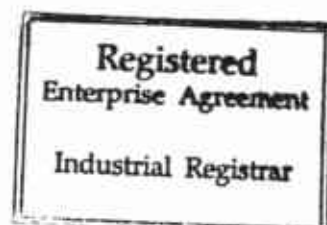
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Brambles Industrial Services

A Division of Brambles Australia Limited A.C.N. 000 164 938

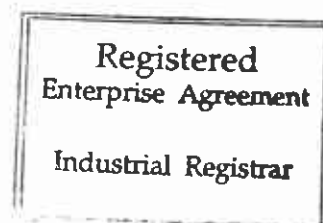
BRAMBLES

NEW SOUTH WALES STEMMING TRUCK OPERATOR'S ENTERPRISE BARGAINING AGREEMENT 2001



Contents:

1. Title
2. Parties Bound
3. Application of Agreement
4. Employment Contract
5. Term of Agreement
6. Workplace Objectives
7. Performance and Flexibility
8. No Discrimination
9. Probationary Employment (New Employee's Only)
10. Casual Employees
11. Alcohol/Drug use
12. Termination of Agreement
13. Grievance Resolution Procedure
14. Medical/Health Checks
15. Hours of Work
16. Wage Rates and Grading Classifications
17. Overtime
18. Call – Ins
19. Allowances (including Leading Hand, Living Away From Home and First-aid)
20. Work Clothing and Footwear
21. Payment of Wages
22. Superannuation
23. Annual Leave
24. Public Holidays
25. Sick Leave
26. Bereavement Leave
27. Jury Service Leave
28. Long Services Leave
29. Performance Appraisal
30. Redundancy
31. Duress
32. Not to be used as a Precedent
33. Signatories



1.0 Title

This Agreement shall be known as the NSW Stemming Truck Operator's Enterprise Bargaining Agreement 2001.

2.0 Parties Bound

The parties who are signatories to this Agreement are:

- (a) Brambles Australia Limited trading as Brambles Industrial Services of Level 11, 2 Elizabeth Plaza, North Sydney, New South Wales (hereafter referred to as "the Company"), in respect of employees of the Company engaged to perform the work covered by this Agreement; and.
- (b) Transport Workers Union of Australia (New South Wales branch) on behalf of the employees of the Company engaged to perform work covered by this Agreement.

3.0 Application of Agreement

This Agreement shall be read and interpreted wholly in conjunction with the Transport Industry (State) Award, as varied, provided that, to the extent of any inconsistencies between the abovementioned Award, and this Agreement, the latter shall prevail.

4.0 Employment Contract

This Agreement will constitute the full terms and conditions of employment between the parties. Any other agreement which may have existed prior to this Enterprise Bargaining Agreement will cease to have effect.

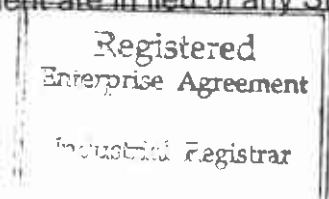
5.0 Term of Agreement

This agreement shall come into operation on the first pay period on or after the registration of this Agreement and shall remain in force for a period of 30 months from the date of registration.

There shall be no further claims by either party for base wage increases during the life of the agreement and the rates contained in this agreement are in lieu of any State Wage variations that may occur.

6.0 Workplace Objectives

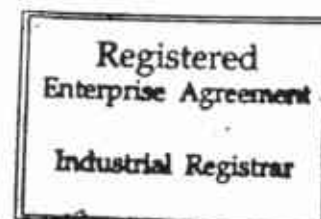
The primary objective of the Company is to provide safe, efficient and high quality service to it's Clients. You will appreciate that the performance of every employee is critical to the Company achieving this objective. As such the Company expects you, along with it's other employees, to be committed to:



- Actively co-operating to establish and maintain a safe and healthy work environment.
- Achieving a quality outcome for our Client.
- Seeking improvements and innovations to constantly achieve high quality performance.
- Ensuring all Works, whether contract or hourly hire, are completed with the required expedience to meet time and budget constraints, and to optimise benefit to the Client.
- Actively participating with the Company to create an effective, highly productive quality team.
- Maintaining and promoting an open and communicative work environment.

7.0 Performance and Flexibility

- (a) You will be required to work to the best of your ability and will perform such work as reasonably required by the Company within the bounds of safety and your practical competence, skill and training.
- (c) The Company will require you to be flexible with respect to work practices and work patterns including:
 - Acquiring knowledge and skills to operate the plant, equipment and processes proficiently.
 - Undertaking work and duties as directed by the Company and consistent with (a) above.
 - Working in a shift roster system as determined appropriate for the Works or Project.
 - Working in any section of the operation.
 - Working a reasonable amount of overtime, as and when required.
- (c) You will comply with Company policies and procedures to ensure that safe, efficient and cost-effective operations are achieved.



8.0 No Discrimination

The parties to this Agreement agree that:

- (a) It is their intention to achieve the principal object in paragraph 3 (j) of the Workplace Relations Act 1996, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- (b) Any concern in relation to these 'no discrimination' provisions or their operation will be progressed initially under the Grievance Resolution Procedure in this Agreement; and
- (c) Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and
- (d) Nothing in these provisions prohibits:
 - (i) Where the Agreement is approved before 23 June 2000, the payment of junior rates of pay; or
 - (ii) Any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position; or
 - (iii) Any discriminatory conduct (or conduct having a discriminatory effect) if:
 - (A) The employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and
 - (B) The conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

9.0 Probationary Employment (New Employee's Only)

New employees will initially be engaged by the Company on a probationary basis for a period of no longer than twelve (12) weeks. The probationary period will permit you to be inducted, undergo initial Company training and enable the Company to accurately assess your performance.

During this period, either party may terminate your employment by giving one (1) week's notice, or if at the discretion of the Company, payment by the Company of one (1) weeks wages in lieu of notice.



10.0 Casual Employees

Casual employees may be engaged from time to time and a minimum of four hours will be paid for each engagement. Casual rates of pay are set out in Clause 16, with overtime and penalty rates to be in accordance with the Award. Casual loading to be paid in accordance with the Award.

11.0 Alcohol/Drug Use

It is agreed that the all employees will comply with the Company's policy in relation to Drug and Alcohol and in particular will report to work without any alcohol or non-prescribed drugs in their body. If a Supervisor suspects any employee of being under the influence of either non-prescribed drugs or alcohol he will report this suspicion directly to his immediate Manager who will then determine if the complaint is valid. If the complaint is upheld the Manager will suspend the employee on full pay pending a medical examination by the Company Doctor (at Company's expense). If the employee is found to be under the influence of either non prescribed drugs or alcohol, or refuse to submit to the required tests, the employee will be transported home, suspended from the payroll until fit for work. A second offence will see the employee suspended without pay for one week, and be required to attend counselling (at the company's expense). A third offence will result in immediate termination.

If there are any issues in relation to the implementation of this clause, either party to the Agreement can refer to the Settlement of Disputes clause.

12.0 Termination of Employment

This Agreement may be terminated by either or both parties if any of the following takes place:

- (a) Mutual agreement between the parties;
- (b) After the nominal expiry date of this Agreement, as per the requirements of the New South Wales Industrial Relations Act 1996.

Permanent employment may be terminated by the Company giving notice in accordance with the following scale:

Table 1 – Period of Notice for Termination

Employee's period of continuous service with the Company	Period of Notice
Not more than one (1) year	At least 1 week
More than one (1) year but not more than three (3) years	At least 2 weeks
More than three (3) years but not more than five (5) years	At least 3 weeks
More than five (5) years	At least 4 weeks

Or, by payment in lieu of such notice. This period of notice is increased by one (1) week in the event that you are over 45 years old and have completed at least two (2) years continuous service with the Company.

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Should you wish to resign from the Company, you are required to provide two (2) weeks notice of termination or forfeiture of two weeks wages.

Under this Agreement, it is agreed that all employees may be subject to disciplinary action such as summary dismissal, if they are found to have committed any act of serious or wilful misconduct. Also, under the terms of this Agreement, it is agreed that employees may also receive warnings for behaviour or performance which is deemed by the Company as unacceptable. If the Company provides two (2) warnings to an employee for unacceptable behaviour or performance, they may be summarily dismissed.

SUMMARY DISMISSAL: Notwithstanding any period of notice detailed in this Agreement, the Company will have the right to dismiss you without notice for conduct that justifies instant dismissal and in such cases wages will be paid up to the time of dismissal only.

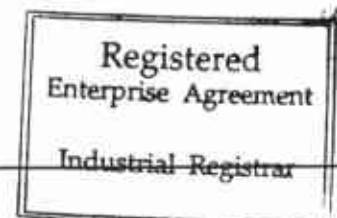
Nothing in this clause prevents the Company from using written warnings issued prior to the signing of this Agreement in any proceedings regarding alleged unfair dismissal in the New South Wales Industrial Relations Commission.

13.0 Grievance Resolution Procedure

A grievance is defined as a complaint, disagreement, query or dispute which directly relates to the terms and conditions covered by this Agreement, which arises during the life of the Agreement.

Any grievance which arises during the life of this Agreement is to be resolved using the following procedure;

- (a) The employee advises and attempts to resolve the grievance with his/her direct Supervisor.
- (b) The Supervisor is to attempt to resolve the dispute as quickly as reasonably possible.
- (c) If the Supervisor cannot resolve the dispute within 24 hours, then he/she is to refer the dispute to the Manager.
- (d) If the dispute is not resolved by the Manager within 24 hours of notification by the Supervisor or if the dispute is not resolved satisfactorily, it will be referred to the Regional Manager – Northern NSW.
- (e) If not settled the Regional Manager – Northern NSW may seek to involve the Company's Industrial Relations Department in this matter.
- (f) Pending the resolution of any matter in accordance with the above procedure work shall continue without disruption. The circumstances, which applied immediately prior to the dispute arising, shall apply until final resolution of this matter.
- (g) All parties agree that no industrial action is to be undertaken by any party during the life of this Agreement.
- (h) No party shall be prejudiced as to final settlement by the continuance of work in accordance with this sub-clause.
- (i) Should the grievance or difficulty not be resolved under the steps outlined above, either party may refer the grievance or difficulty to the Industrial Relations Commission for assistance, subject to appropriate prior notification given to the other party.



At all times the dispute is to be handled in a manner which conveys respect, courtesy and consideration for the facts and merits of the case. Details of the dispute must not be conveyed to any other person without the consent of both parties.

14.0 Medical/Health Checks

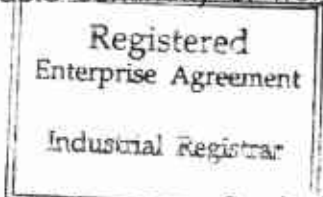
It is a requirement that new employees undergo a medical examination prior to the commencement of employment with the Company. This requirement applies equally to permanent, probationary, fixed term and casual employees.

Employees will comply with the requirements by the Company to undergo further medical checks during the course of their employment.

Costs associated with these further medical checks will be borne by the Company.

15.0 Hours of Work

- (a) You will be required to work in a roster determined as appropriate to meet overall operations and labour requirements from time to time, provided that the ordinary working hours will be 7.6 Hours per day, Monday to Friday.
- (b) For the purposes of Hours of work, the parties to this Agreement agree that the ordinary hours of work will be as per the Award, allowing for a starting time between the hours of 7am – 9am.
- (c) In relation to start and finishing times you will:
 - (i) Be at the designated shift starting point ready to commence work at the designated commencement time.
 - (ii) Starting time will be flexible within the span of hours specified in Clause 16(b) and may be varied by notification, the day previous.
 - (iii) Remain on the job until the designated finishing time, or beyond as instructed by the Supervisor/Manager.
- (d) Meal Breaks: It is agreed between the parties that the meal breaks of employees will be taken at such times as will not interfere with continuity of work and may be staggered within a crew to enable continuity of work or production.



16.0 Wage Rates and Grading Classifications

The following Base Wage Rates will apply to your classification as a Grade-Four Transport Operator ("Or Operator")

Classification	Current Rate	On Signing (5%)	12 months from signing (5%)
Grade Four Transport Operator	\$14.57	\$15.30	\$16.06

The definitions used to determine your classification are based on the requirement to perform the functions of driving a four axle rigid vehicle and other vehicles as required by a Grade Four classification, such as loaders.

The Base Wage Rates prescribed in the table above have been established to take into account all allowances, such as leading hand allowance and first aid allowance and any disabilities associated with the site location and the work environment which are not otherwise specifically addressed in this Agreement.

In situations where you are required to work in excess of 10 hours per shift, the Company will pay an allowance of \$8.00 in lieu of any entitlement to overtime meal breaks or overtime meal allowance.

17.0 Overtime

For time worked on weekdays outside of the normal working hours prescribed in Clause 15.0(a) of this Agreement, overtime shall be paid at the rate of time and one-half for the first two hours and double time thereafter.

Time worked on Saturdays shall be paid at the rate of time and one-half for the first two hours and double time thereafter. Time worked on Sundays shall be paid at double time.

Rest Periods Between Shifts: When overtime work is necessary it will, wherever practicable, be arranged so that you have at least ten (10) consecutive hours off duty prior to the commencement of your next shift.

Should you work so much overtime that you are rostered to continue working within the ten (10) hours rest period prior to the commencement of your next shift, then, at the completion of the overtime work you will take a ten (10) hour break without loss of pay for the period not worked during your next rostered shift.

18.0 Call - Ins

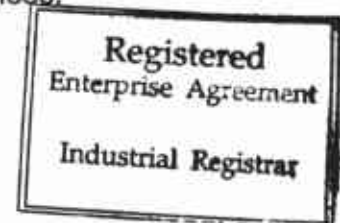
Where circumstances demand, "call – in's" may be necessary to facilitate urgent repair works. The signatories agree that where "call – in's" are required they will be paid at the appropriate rate for the period of time spent on site, with a minimum of four hours.

19.0 Allowances

The parties to this Agreement recognise that there are some sites, whereby specific site allowances apply, for which the Company agrees that site specific allowances that override this Agreement shall be paid for the time worked on that site only. The base rate in this Agreement otherwise includes all other allowances.

20.0 Work Clothing and Footwear

(a) Clothing:



- (i) You will be supplied with two (2) sets of work clothing upon engagement and then a further two (2) sets after each subsequent twelve (12) months of continuous service. You will be required to wear the supplied work clothing whilst at work.
 - (ii) A set of work clothing will mean:
 - (A) One pair of long drill trousers; and
 - (B) Either one long sleeve or one short sleeve work shirt.You may elect which sets of clothing are preferred to be worn.
 - (iii) The laundering and repair of all clothing is your responsibility.
- (b) Safety Boots:
- (i) You will be provided with a pair of safety boots upon engagement which you will be required to wear whilst at work.
 - (ii) Safety footwear provided by the Company will be replaced when no longer suitable for protection as a result of "fair wear and tear".
- (c) Winter Jacket:
- (i) You will be issued with a jacket for protection against the cold and suitable for the general work environment.
 - (ii) A replacement jacket will be issued every two (2) years.
- (d) Termination:
- Should you terminate your employment within six (6) months of clothing and footwear being issued, you will be required to reimburse the Company the cost of the items on a pro-rata basis.

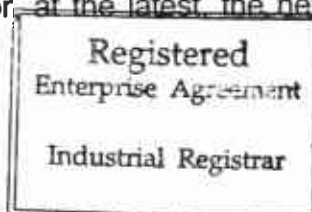
21.0 Payment of Wages

Your wages will be paid on a weekly basis into a bank account which you nominate, and you will be issued with a weekly payment advice explaining the calculation of earnings and all deductions.

Upon termination of employment, wages owing to you will be paid either by cheque or direct into your pay account on the day of your termination or, ~~at the latest, the next~~ working day.

22.0 Superannuation

You will be given a limited option of Superannuation Funds for the Company to pay contributions.



The Funds are administered in accordance with the requirements of the Occupational Superannuation Standards Act 1987 and Regulations. A copy of the Fund's brochure will be available for review and explanatory notes on fund membership, contributions and benefits will be provided to you.

The Company will contribute to the Fund on a weekly basis the contribution required under the Superannuation Guarantee Levy legislation.

23.0 Annual Leave

The parties agree that annual leave will be paid in accordance with the Annual Holidays Act 1944, as varied and loading in accordance with the Award.

24.0 Public Holidays

The following days are recognised as Public Holidays under this Agreement:

New Years Day	ANZAC Day	Picnic Day (Mines Picnic Day)
Australia Day	Labour Day	Christmas Day
Good Friday	Queens Birthday	Boxing Day
Easter Monday		

together with any other days which may be gazetted as Public Holidays for the state of New South Wales.

Payment for a Public Holiday - you will be paid 7.6 hours at your Base Wage Rate for the Public Holiday.

Should you be required to work on a Public Holiday you will be paid at the rate of double time for hours worked.

The Company and a majority of its employees engaged under this Agreement may agree to alter any of the Public Holidays to a nominated day other than that which is gazetted or designated.

25.0 Sick Leave

Sick Leave is payable for absences due to personal illness or injury at your Base Wage Rate on the basis of five (5) days accrued for the first 12 month period worked, and eight (8) days accrued for each 12 month period worked thereafter.

Payment for Sick Leave is conditional upon you:

- (a) informing the Company, wherever practicable prior to the commencement of such absence, of the inability to attend work and of the nature of the illness and of the estimated duration of the absence; and
- (b) providing the Company a Doctor's Certificate if required (as outlined below).

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You are required to provide a Doctor's Certificate for any absence due to personal illness or injury where the absence:

- (a) Occurs during the probationary period of service;
- (b) Is of two (2) or more consecutive days duration;
- (c) Occurs after you have exhausted your entitlement to paid sick leave;
- (d) Occurs on a Public Holiday or on either rostered shift immediately prior to or after the Public Holiday;
- (e) Where otherwise specifically requested by the Company.

In the event that you are absent from work other than on approved Sick Leave and do not produce a Doctor's Certificate as required pursuant to this clause, you will be deemed to have been absent from work without authorisation and will not be paid.

Notwithstanding the above, any part of your Sick Leave entitlement which has not been used in any year may be carried forward.

Unused Sick Leave will not be paid to employees on termination or resignation of their employment.

26.0 Bereavement Leave

Will be as per the Award.

27.0 Jury Service Leave

In the event that you are required to attend for Jury Service during your normal rostered hours, you will be paid by the Company the difference between the amount paid in respect of your attendance and your Base Wage Rate for the period of leave.

28.0 Long Service Leave

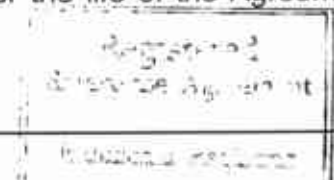
You will be entitled to Long Service Leave in accordance with the conditions of the NSW Long Service Leave Act, 1955.

The Act provides for two (2) months paid Long Service Leave after ten (10) years of continuous service.

29.0 Performance Appraisal

Your performance under this Agreement is subject to measurement and appraisal. The parties bound by this Agreement agree that they are subject to performance appraisal, and are bound by any decisions made as a result of documented performance appraisal. Performance will be measured against industry standards, with specific targets developed in consultation with all parties.

These measures and targets are subject to change over the life of the Agreement to allow for changes in the working environment.



Employees will have access to the Settlement of Disputes procedure should they not agree with any aspect of their performance appraisal.

30.0 Redundancy

If during the course of this Agreement your position becomes surplus to business requirements the Company may decide to offer a redundancy payment on separation.

If a redundancy payment is provided, the redundancy package will be as per the Award.

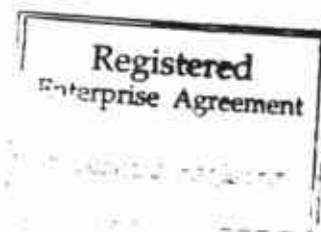
The provision of any redundancy payment to the employee covered by this Agreement will be the sole discretion of the Company.

31.0 Duress

This Agreement has not been entered into under duress by any employee.

32.0 Not to be used as a Precedent

This Agreement shall not be used a precedent to obtain similar benefits in any other operation of Brambles Australia Limited.



33.0 Signatories:

For the Company:

Signed: [Signature]
 Date: 2/11/01
 Name In Full: MICHAEL ROSS AVERY
 Position: REGIONAL MANAGER
 Witnessed By: [Signature]
 Witness Name in Full: KEH WEST
 Witness Address: 16 RAWCLIFFE ST SINGLINGTON N.S.W.

Transport Workers Union on behalf of the employees covered by this Agreement:

Signed: [Signature]
 Date: 30/10/2001
 Name In Full: A Sheldon
 Position: State Secretary
 Witnessed By: [Signature]
 Witness Name in Full: Mark Matthew Coroneo
 Witness Address: 96 Tabor St Armington

