

REGISTER OF
ENTERPRISE AGREEMENTS

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Enterprise Agreement
Industrial Registrar

ENTERPRISE AGREEMENT NO: EA98/19

TITLE: Brambles Distribution Regents Park Transport Enterprise Agreement 1997

I.R.C. NO: 97/7040

DATE APPROVED/COMMENCEMENT: Approved 18 December 1997 and commenced from the first pay period on or after 14 November 1997

TERM: Expires 28 February 1999

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: Drivers covered by the provisions of the Transport Industry (State) Award at Brambles Distribution Services, Regents Park 2143

PARTIES: Brambles Australia Limited T/As Brambles Distribution Services-&- Transport Workers' Union of Australia, New South Wales Branch



BRAMBLES DISTRIBUTION REGENTS PARK

ENTERPRISE AGREEMENT

COMPANY DRIVERS

1997 / 1999

1. Title

This agreement shall be referred to as the Brambles Distribution Regents Park Transport Agreement 1997.

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3. Parties Bound

The Agreement shall be binding upon:

- (a) Brambles Australia Limited trading as Brambles Distribution (hereinafter referred to as "the Company").
- (b) The Transport Workers' Union of Australia (New South Wales Branch), its officers and members employed by the Company (hereinafter referred to as "the TWU" and other employees that fall within the guidelines of the TWU award classification.

4. Application and Incidence Of Agreement

- (a) The general terms and conditions of employment of persons covered by the Agreement shall be those prescribed by the Transport Industry (State) Award and as per the variations handed down in the Transport Industry State Award in December 1996.
- (b) Provided that the term of this of this Agreement shall apply to the extent of any inconsistency with the provisions if the aforementioned Award.

5. Duration of Agreement

This agreement shall come into operation from the date of signing of the Agreement and shall remain in force till 28/2/99.

6. Duress

This agreement has been made without any duress to any party.

7. Not to be used as a Precedent

This agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or operation of Brambles Australasia Limited.

8. Consultative Arrangements

A Consultative Committee shall be established comprising of 2 employees and 2 management representatives. The Committee will meet on a regular basis (at least bi monthly) to deal with matters arising out of this Agreement and to maintain effective communications between the Company, its employees and the TWU.

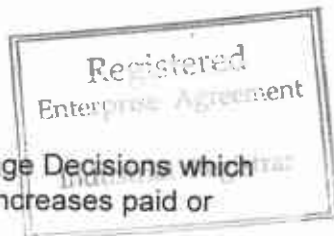
9. Commitments of the Parties

This Agreement will be supported in its implementation and adhered to by the TWU at State levels.

The Company commits to adhere to the arrangements embodied in this agreement and to genuinely bargain in good faith in relation to all future negotiations.

10. No Extra Claims

The parties to the Agreement will not make claims for improvements in wages and conditions except where consistent with the processes identified in the Agreement.



Any wage adjustments defined in accordance with future national or State Wage Decisions which may be convened during the life of this Agreement will be absorbed into any increases paid or allowable under this Agreement.

11. Existing Awards and Agreements

In the event of any inconsistency between this Agreement and the Award or any other certified agreements applicable to employees of the Company who are eligible to be members of the TWU, the terms of the Agreement will prevail.

Subject to the above, the parties will act in strict compliance with the Award and existing certified agreement and in particular will continue to implement and adhere to the terms of any existing EBA's which, where relevant, will continue to be enforced in accordance with the provisions of the NSW Industrial Relations Act 1996 as amended from time to time.

12. Dispute Settlement Procedure

12.1 The parties to this Agreement will operate under a 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 12.3, 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 .

12.2 The Settlement of Dispute Procedure shall be as set out below:-

- (a) All matters shall be attempted to be resolved within the workplace.
- (b) The following steps shall be followed until the matter is resolved:
 - 1. Any matter shall first be discussed between the employee and supervisor.
 - 2. The Union Delegate shall consult with the Branch Manager on the matter.
- (c) If a matter is not resolved within the steps identified in sub-clause (b), discussions involving the State Secretary/Union Organiser, Divisional Manager and relevant Company's officials shall take place. (This could include the Company's Industrial Relations Department).
- (d) Any matter which cannot be resolved 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.
- (e) During the processes outlined in this provision there shall be no disruption to the Company's commercial operations.

12.3 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, Industrial action will not be utilised to disrupt the availability of labour to work in accordance with the requirements of the Company's business undertakings.



This provision shall be restricted to all issues and provisions covered by the award and relevant Enterprise Agreement(s).

- 12.4 No party shall be prejudiced as to final settlement by the continuance of work.
- 12.5 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.

13. Hours of Work

The ordinary hours of work shall be an average of 38 hours per week to be worked between the hours of 5am to 6pm on a Monday to Friday spread, with a minimum of eight hours per day.

Start times will be agreed upon on a day basis in agreement between the employer and employee.

14. Payment of wages

Wages will be paid weekly, to be available every Wednesday, by means of EFT to an approved financial institution and account nominated by the employee. If and when the employees wages are not in the bank, due to a banking error and with no fault of the employee, the Company will provide employees weekly wages in cash.

15. Incentive Rates of Pay

The Company is willing to enter into discussions with the members of the Consultative Committee to look at other methods of payment to the likes of load rates, additional load incentives etc. If this is agreed to a trial period of 4 weeks will be conducted and if the scheme is of significant benefit to both sides then it is to be implemented by means of a separate agreement. The committee will have to determine the allocation of loads, protection of income and also the handling of grievances in regards to the above.

16. Wage Increases

Present Wage		\$506.81pw
Wage Increase on signing	3%	\$522.00pw
Wage Increase 1/1/98	2%	\$532.45pw
Wage increase 1/6/98	3%	\$548.40pw
Wage increase 1/12/98	2%	\$559.40pw

17. Rest Period after Overtime

Employer and employee have the right to reduce the minimum 10 hour break to a 9 hour break by mutual agreement between the termination of work on one day and the commencement of work on the next day, and waive the existing conditions contained in clause 36 of the Award.

18. Sick Leave Notification

Employees who are unable to attend for work due to illness/injury shall as far as practicable advise the Company of such inability to attend for work prior to the commencement of the first day of absence within one hour of the employees starting time.

Employees may elect to have sick leave accruals in excess of 30 days paid out annually from the 1/12/97.

A minimum of 30 days accrued sick leave is to be reached and maintained for any payment to be made in lieu of the portion of the leave entitlement.

19. Annual Leave

Annual Leave can be taken in such periods as mutually agreed between Employer and Employees.

The parties agree that due to peak work demands such leave should not be applied for during the period October to December or Easter.

Provided that in circumstances of genuine need the Company will not unreasonably oppose an application for leave during the above periods.

20. Rostered Days Off

Employees may elect to "cash in" up to 6 accrued RDO'S per annum provided that:-

- Payment shall be made at the employees ordinary rate of pay.
- A minimum of 1 day at a time can be cashed in.
- Payment will only be made in lieu of fully accrued days.

Remaining RDO'S are to be taken at a time mutually agreed in accordance with the operating requirements of the business.

21. Commitment to Safety and Training

All employees agree to participate in Company initiated training and/or safety specific training, such training and associated cost whether external or internal shall be paid for by the Company and time off without loss of pay will be provided. For the purposes of conducting training in operational or OH&S issues, employees may be required to attend such training outside of ordinary hours. Attendance will be by mutual agreement and payment shall be at ordinary times.

22. Quality Assurance Implementation

The parties to this Agreement recognise the importance of providing the level of service required by customers, both present and future. As such the employees give a commitment to aid and actively participate in the Company's program to maintain accreditation under the relevant Australian Standards, AS9002.

23. Performance Indicators

The parties to this Agreement have that the Company may introduce new technology to monitor and evaluate productivity and this will allow the Company to detail performance indicators including vehicle utilisation, safety, lost time, absenteeism, load details, tyre wear, fuel consumption and any other operating requirements as a means of establishing and enhancing service levels to exceed customers expectations. The parties are committed to practise of continuous improvement and have agreed to have the various Workplace Consultative Committees regularly review the productivity and performance of the above areas, or such other areas as may be identified from time to time, with the Company and TWU.

24. Unloading with Forklift

The Company will train all drivers in forklift driving and unloading so that drivers can when required unload the goods at stores if a forklift driver is not available.

25 Personal Appearance

The parties are committed to the achievements and maintenance of the highest standards of personal and equipment presentation.

Such standards to be applied:

- Clean uniforms are to worn at all times of employment.
- Employees responsible for vehicles are to check oil, water, tyre pressure, lights, wipers and other miscellaneous equipment before use of such vehicle each day, and further are responsible for the cleanliness of the vehicle internally and externally.

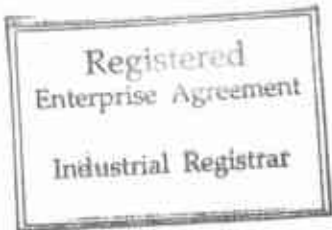
The parties agree that smoking is prohibited in or about client premises.

Employees accept their legal responsibilities regarding alcohol/illegal substance consumption.

26. New Technology

The company may introduce new technology and/or upgrade existing technology as and when appropriate.

Where such technology impacts on the day to day activities of employees covered by this Agreement, implementation shall be preceded by consultation and supported by training.



Signed .....

on behalf of **Brambles Australia Limited**
trading as **Brambles Distribution (NSW)**

Date 27/11/97.....

Signed .....

on behalf of **Transport Workers Union**
of **Australia (NSW Branch)**

Date 2 December 1997.....

Brambles Australia Limited

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The parties to the Brambles Distribution, Enterprise Agreement, Company Drivers 1997 - 19997 agree to its termination following the ratification of the Brambles Distribution Regents Park Transport Agreement 1999 in the NSW Industrial Relations Commission in matter no. IRC of 2000.

Signed

Bonnie Kestel
Industrial Research Officer
Brambles Australia Limited

Tony Sheldon
Secretary
Transport Workers Union (NSW Branch)