

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/160

TITLE: Brambles Distribution Regents Park Warehouse and Distribution Agreement 1999 - 2001

I.R.C. NO:

DATE APPROVED/COMMENCEMENT: 28 February 1999

TERM: 24 Months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of the Brambles Australia at its Regents Park operation working within the scope of the Storeman and Packers Bond and Free Stores (State) Award

PARTIES: Brambles Australia -&- National Union of Workers, New South Wales Branch





BRAMBLES DISTRIBUTION

REGENTS PARK WAREHOUSE AND DISTRIBUTION

AGREEMENT 1999 - 2001

1. ARRANGEMENT

Subject	Clause No.
Arrangement	1
Application Of Agreement	2
Operation Of Agreement	3
Relationship To Award	4
Not To Be Used As A Precedent	5
No Extra Claims	6
Consultative Committee	7
Labour Flexibility	8
Rates of pay	9
Reach Truck Operator and Order Picker Allowance	10
Matters between the Parties	11
Leave and RDO Provisions	12
Technology	13
Training	14
Payment of Wages	15
Security Procedures	16
No Duress	17
Settlement of Disputes	18



2. APPLICATION OF AGREEMENT

The Parties to this agreement are Brambles Australia trading as Brambles Distribution (the Company) and the National Union of Workers (NSW Branch). The agreement shall apply to employees of the Company at its Regents Park operation working within the scope of the Storeman and Packers Bond and Free Stores (state) Award. This Agreement shall apply to all employees engaged during the life of the agreement.

3. OPERATION OF AGREEMENT

This Agreement shall operate on and from the beginning of the first pay period to commence on or after the date of signature by both parties, and shall remain in force till 28/2/2001. Payments in accordance with the terms of this agreement will be implemented upon ratification.

4. RELATIONSHIP TO AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Storeman and Packers Bond and Free Stores (State) Award provided that where there is any inconsistency between this Agreement and the parent award this Agreement shall prevail.



5. 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.

6. NO EXTRA CLAIMS

There shall be no further claims by either party during the life of this Agreement, except where consistent with the State Wage Case decisions.

7. CONSULTATIVE COMMITTEE

A Consultative Committee of a least two (2) employee representatives will be established.

The Committee shall meet not less than once per quarter to identify and review performance indicators for each work area and to suggest improvements in the workplace and to improve efficiency and productivity .

8. LABOUR FLEXIBILITY

For the purpose of increasing productivity and flexibility as well as enhancing career opportunities for employees, multi-skilling will extend by agreement to allow employees to perform agreed tasks within the scope of their skills and competence. Employees have agreed to perform a wider range of tasks and participate in additional training.

1. employees will perform such work as is lawfully required by the Company and will accept instruction and direction from authorised personnel.
2. employees will take all reasonable steps to ensure quality, accuracy and timely completion of assigned tasks.
3. employees will not unreasonably oppose or enforce any limitation on supervisors utilising company equipment in emergency situations. Provided that appropriate consultation will occur, wherever possible, in relation to such use.

9. RATES OF PAY

- 9.1 The following rates shall apply from the start of this agreement.

Class	Present Rate	Increase Date of Agreement 28/2/99	Increase on 28/2/2000
Storeperson	538.70	560.24	582.64
Leading Hand	597.65	621.55	646.41
Team Leaders	618.00	642.72	668.42

Casuals employed through labour agencies will be paid as per the terms of this agreement.

- 9.2 Allowances (other than those identified in section 9) shall be paid as per the Storeman and Packers Bond and free store (State) Award.

First Aid Allowance will be \$12.00 per week.

Registered
Enterprise Agreement
Industrial Registrar

10. REACH TRUCK OPERATOR AND ORDER PICKERS ALLOWANCE

The designated reach truck operators and the designated pickers will be paid a skill allowance of 50c per hour. This will be paid for ordinary hours of work only , and will include RDO's . This allowance will not be payable to Leading Hands or Team Leaders.

11. MATTERS AGREED BETWEEN THE PARTIES

11.1 HOURS OF WORK

11.2 Ordinary hours shall be worked on Monday to Friday. Meal breaks may be staggered to allow continuity of work.

Provided that the night shift workers ordinary hours shall commence at 9:00pm Sunday evening.

11.3 The span of ordinary hours shall be between 6.00 am to 6.00 pm or as otherwise agreed to . Employees who commence work at 6.00 am or earlier are entitled to a paid meal break within the 8 hours. Individuals may by agreement commence ordinary hours at 5am.

11.4 Employees who are smokers will be required to confine their habit to designated areas during Company recognised rest breaks ie; meal breaks and morning tea. Smoke breaks at other times shall only be upon approval of the supervisor and shall not disrupt work. Employees taking smoke breaks at other times shall be counselled by the Company and may be subject to deductions of pay for the time away from the job. The terms of this provision shall apply to all employees of Brambles Distribution at Regents Park.



12. LEAVE AND RDO PROVISIONS

12.1 ANNUAL LEAVE

The parties agree that due to peak work demands such leave should not be applied for during the period November to January.

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

12.2 BEREAVEMENT LEAVE

Bereavement Leave entitlements will be in accordance with the award however, will be 3 days for immediate family (as defined) and 5 days if travel to an overseas destination is required.

12.3 SICK LEAVE

Sick leave will accrue in accordance with the provisions of the award.

Employees may elect to have sick leave accruals in excess of 20 days paid out annually from the 1/12/97.

A minimum of 20 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.

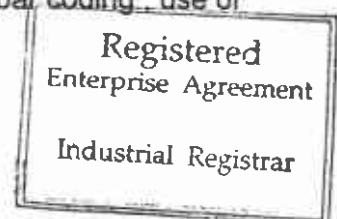
12.4 RDO'S

Employees may elect to "cash in " 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 2 days at the 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 with management, in accordance with the operating requirements of the business.

13. TECHNOLOGY

- 13.1 The company may introduce new technology and/or upgrade existing technology as and when appropriate.
- 13.2 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.
- 13.3 The wage rates in this Agreement are in consideration of all the technology which may be introduced during its life including bar coding, use of computers, radio frequency equipment etc.



14. TRAINING

For the purpose 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 payments shall be at ordinary rates.

15. 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. If and when an employees wages are not in the bank due to banking error with no fault of the employees the Company will provide employees weekly wages in cash.

16. SECURITY PROCEDURES

- 16.1 The parties recognise the need to contain product losses and a consultative approach will be adopted to introduce the measures set out in 14.3 and other such measures as may be agreed.

To minimise losses it is agreed:-

- 16.2 Internal security cameras will be installed by the company to improve security within the workplace. The purpose of these measures is to improve internal security and is not designed as a general measure to monitor workplace / employee performance.
- 16.3 Employees shall cooperate to submit to bag and car searches, when required provided that upon request of the employee the searches shall be undertaken in the presence of a Manager and the union delegate in the event of a dispute. In the event where delegates are not available employees may nominate a witness to be present.

17. NO DURESS

The parties involved in the discussions which have led to this Agreement include employee representatives, officials of the National Union of Workers (N.S.W Branch) and management representatives of the Company. The agreement has been freely entered into by all parties, without duress.



18. SETTLEMENT OF DISPUTES

- (a) The following procedure shall apply in the event of an industrial issue arising:-
- (i) The matter first be discussed between the employee and his immediate supervisor. At the employees option his delegate may also be present.

- (ii) If not settled or an agreed course of action is not found within 24 hours, the matter shall be submitted by the duly elected delegate to the Operations Manager. At any point in these discussions the delegate or Operations Manager may seek the involvement of the Branch Manager.
- (iii) The aim of this procedure is to resolve all workplace issues as quickly as possible and as close to the source of the issue as possible. If, however, a matter is not resolved or an agreed course of action is not found then the procedure will move to step (iv)
- (iv) If not settled, the delegate shall seek the assistance of the State Secretary of the Union or nominated representative and the Branch Manager may seek to involve the State Manager and/or the Industrial Relations Department in this matter.
- (v) During the discussions the status quo shall remain and work shall proceed normally. "Status quo" shall mean ~ the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- (vi) *At any time in the above procedure either party may refer the matter to the New South Wales Industrial Relation Commission.*



Signed for and on behalf of the National
Union of Workers New South Wales
Branch

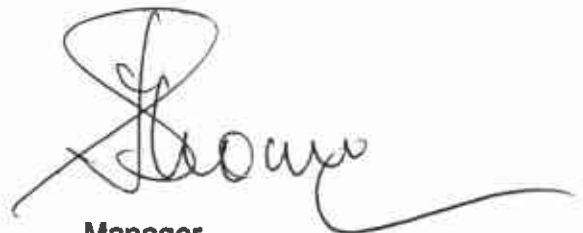


Secretary/Treasurer

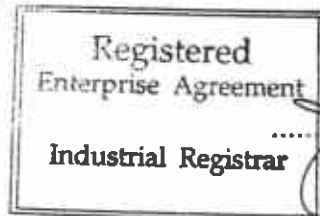


Witness

Signed for and on behalf of Brambles
Distribution Services Regents Park
Branch



Manager



Witness