

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/24

TITLE: Cleanaway Industrial Bathurst Agreement 2000

I.R.C. NO: 2001/6755

DATE APPROVED/COMMENCEMENT: 6 December 2001/ 9 August 2000

TERM: 1 February 2003

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 15 March 2002

DATE TERMINATED:

NUMBER OF PAGES: 24

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of the Company engaged pursuant to the Transport Industry Trade Waste Award

PARTIES: Cleanaway, a Division of Brambles Australia -&- I.C. Campbell, Ernest Hurst, Ralph Parsons, David Ryan, Raymond Ryan, Timothy Smith

**CLEANAWAY INDUSTRIAL BATHURST
AGREEMENT 2000**

1.0 TITLE

This Agreement shall be referred to as the Cleanaway Industrial Bathurst Agreement 2000.

2.0 ARRANGEMENT

Clause No. Title of Clause

PART 1 - APPLICATION & OPERATION

- 1 Title
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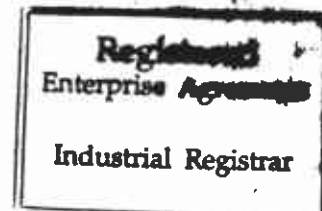
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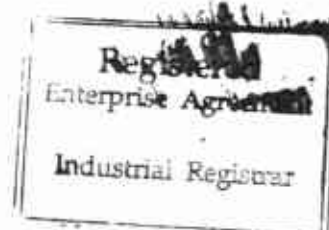
PART 7 - SIGNATORIES TO THE AGREEMENT



APPENDICES

- A – Code of Conduct**
- B – Drug and Alcohol Policy***
- C – Smoking Policy***

*** Replacement Policies will apply when they are reviewed.**



3.0 COMMENCEMENT DATE OF AGREEMENT & PERIOD OF OPERATION

This Agreement shall operate from the 9 August 2000 until the 1 February 2003, for which the first payment was made from the 9 August 2000. Other increases will be as per the terms of this Agreement.

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 employees named as signatories to this Agreement and Cleanaway Industrial (Bathurst), with respect to employees of Cleanaway Bathurst at Bathurst performing work under the scope of the Transport Industry Trade Waste Award, as varied.

5.0 COVERAGE OF AGREEMENT

5.1 This Agreement applies to operations pertaining to Cleanaway Bathurst, located at 22 Upfold Street, Bathurst.

5.2 This Agreement recognises the Transport Industry Trade Waste Award, as varied, 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 applies. This Agreement incorporates the terms and conditions of the Cleanaway Unanderra Enterprise Agreement being the Agreement that the employees at Bathurst have operated under in the past. This Agreement replaces all previous agreements and constitutes the full terms and conditions of employment of those employees operating out of the Cleanaway Bathurst depot.

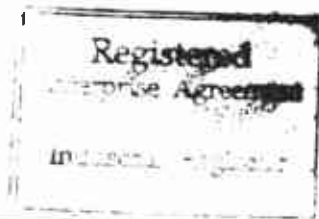
PART 2 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

6.0 AGREEMENT OBJECTIVES

This Agreement has twin objectives. The first is to promote the values of Brambles in the workplace. The second is to increase the profitability of Cleanaway Bathurst while rewarding employees for helping to make it happen.

6.1 BRAMBLES "BREAKAWAY" VALUES

The fundamental objective of this Agreement is to create a framework consistent with Brambles values. These are as follows:



INTEGRITY

- Act with honesty and integrity at all times.
- Be open, forthright and professional in dealings with people.

KNOWING THE CUSTOMER

- Listen carefully to what customers are saying and why they are saying it.
- Anticipate customers' needs and build partnerships with them.
- Make it easy for customers to do business with Brambles.

ADDING VALUE

- Contribute to the profitable growth of Cleanaway Bathurst. That is why we are all employed.

RISK-TAKING

- Encourage ideas and change.
- Be innovative and an informed risk-taker in pursuing growth.
- Think laterally and be prepared to use technology to create new products and services.

PEOPLE

- Develop people: train, trust, and delegate responsibility.
- Foster both individual achievement and teamwork.
- Encourage diversity, share ideas and, above all, reward outstanding performance.

OWNERSHIP

- Set challenging goals and accept full responsibility for the result.

RESPONSIBILITY

- Obey the law.
- Make sure workplaces are safe.
- Take care of the environment.

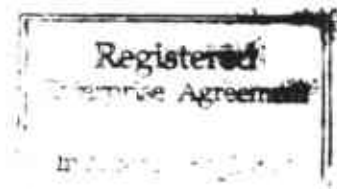
6.2 PROFITABILITY INCREASE THROUGH PRODUCTIVITY IMPROVEMENTS

Cleanaway is committed to remaining a profitable, efficient and customer focussed Waste Service operation.

This Agreement is based on the parties' agreement that all employees should have a sense of ownership of the business, as well as a commitment to and accountability for its success.

Through this Agreement employees will continue to be:

- Flexible;
- Committed; and



- Skilled.

The continuation of the teamwork approach will be a major contributor to improving the productivity, efficiency and customer focus of this site. Teamwork will remain the norm; however, contributions by individuals are still essential. Teamwork means:

- the use of small groups involving employees from all levels of the organisation to analyse and develop solutions for problems;
- all employees and teams providing a quality service to their customer (the next person or team);
- all employees assisting co-workers to eliminate a “that’s not my job” attitude; and
- all employees striving to understand each other’s specific concerns, needs and opinions.

7.0 CONSULTATIVE PROCESS

7.1 A site Consultative Committee comprising of management representatives and drivers will continue to meet monthly as required to review progress of the Agreement initiatives & discuss improvements in productivity and agreed KPI's.

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

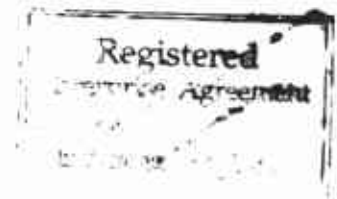
To achieve continuous improvement and for this Agreement to succeed, Cleanaway Bathurst and it’s employees need to promote more effective two-way communication between employees and teams as well as with management.

The key commitments to Communication are:

- (a) Every person is encouraged to approach their Direct Supervisor 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;

To achieve the above the following items must 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 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 Cleanaway Bathurst 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 Employee Representative shall consult with the Operations 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 Employee Representative or other Nominated Relevant body Representative, Regional Manager and relevant Company officials shall take place. This could include BAL's Employment Services Department.

8.2.4. If the matter still cannot be resolved, it shall be referred by either party to the Industrial Relations Commission of New South Wales (IRC) for its assistance.

8.2.5 During the processes outlined in this provision there shall be no disruption to Cleanaway Bathurst's commercial operations.

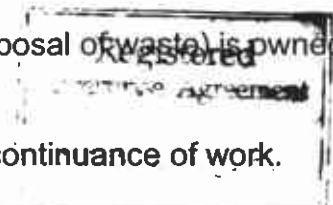
8.3 Continuity of Service

Consistent with the intent of the Industrial Relations Act 1996, as varied and the employees employed by Cleanaway Bathurst 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 Cleanaway Bathurst's business undertakings.

If industrial action is taken one employee from the depot and one from the workshop 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, part-time or casual.

9.2 Probationary Period

A full time employee shall be subject to a 3-month probationary period, however, this probationary period can be extended to six months, upon agreement. Casual employment with Cleanaway shall be recognised as the probationary period if appointed 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 Cleanaway Bathurst shall meet all costs. Such medical examinations shall not be used to terminate an employee's employment, unless the medical assessment deems an employee unfit to perform the duties for which the employee is employed to perform.

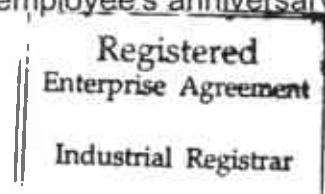
9.3.2 All medical examination results shall remain confidential at Cleanaway Bathurst nominated Doctor's surgery.

Cleanaway Bathurst 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 Cleanaway Bathurst 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 employee's career prospects or earning capacity, unless the medical assessment recommends otherwise on the basis of the employee's fitness to perform the duties for which they were employed to perform.

9.3.4 The medical tests shall be conducted on an employee's anniversary date of their commencing with the Company.



9.4 Employee Duties

- 9.4.1 Cleanaway Bathurst 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 Cleanaway Bathurst 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 type and 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 Cleanaway Bathurst and without notification to Cleanaway Bathurst shall be prima facie evidence that the employee has abandoned their 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 Cleanaway Bathurst that the absence was for a reasonable cause, the employee shall be deemed to have abandoned their employment.
- 9.5.3 Termination of employment in accordance with this sub-clause 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 Cleanaway Bathurst, whichever was the later.

9.6 Appointment, Transfer and Promotion

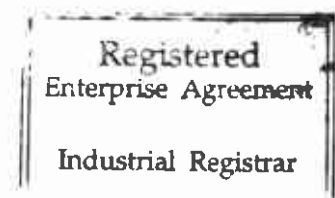
- 9.6.1 The initial criteria for appointment, transfer or promotion will be that of merit of the candidate. Such merit will be measured in terms of skills, qualifications, experience and overall best fit for the position, given the requirements of the Company's operations, at that time.

9.7 Redundancy

Any decisions on offering redundancies will be at Cleanaway Bathurst's discretion. Should redundancies be offered, Cleanaway Bathurst commits to consulting with the employees and/or their Representatives regarding Redundancy 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 Bathurst prides itself on providing a quality service to its customers.

It is imperative that continuous improvement in the quality of Cleanaway Bathurst's customer service is achieved to enable us to remain competitive and achieve growth in the market.

The key commitments to Customer Service Improvement are as follows:

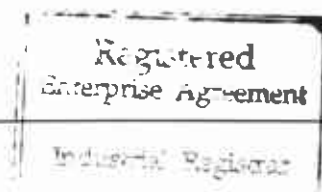
- 10.1 All employees accept responsibility to provide a quality service to Cleanaway Bathurst's customers.
- 10.2 All employees will seek continuous improvement in the quality of service provided to customers.
- 10.3 All drivers will perform routine inspections in the form of DVRs (Daily Vehicle Reports). This clause shall be read in accordance with the standard procedure for "Filling out DVRs".
- 10.4 All employees will seek to reduce the number of customer complaints & credit notes. This requires paperwork such as 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 Cleanaway Bathurst goals.

The key commitments to Work Practice Change are as follows:

- 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.
- 11.3 All employees will attempt to ensure that working patterns and arrangements enhance the flexibility and the efficiency of Cleanaway.
- 11.4 All employees will seek to become multi-skilled in various systems of work such as Front-Lift, Side-Arm (Greenwaste), Bulk (RoRo and LoLo) and Liquid vehicles, as and when appropriate.
- 11.5 All employees will use new technology, where applicable, provided that where new equipment and or technology is introduced, training of a suitable type and duration shall be provided. Such change includes on-board computers, the use of MapInfo, routing software, Global Position Satellite (GPS) and Victor on-board weighing system.
- 11.6 Management may move vehicles from "Point A" to "Point B" inside the depot and to and from any repair and mechanical institutions, provided 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:

- When not operating vehicles, drivers will assist in other yard or workshop activities provided the duties are within training, competence and skill;
- Drivers will wash vehicles daily, provided that it is within the ordinary shift;
- Breakdown shall be notified to both the Vehicle Workshop and Customer Service promptly.
- Drivers will eliminate unofficial breaks such as smoke breaks. Normal disciplinary procedure will apply as per the Code of Conduct in Appendix A;
- Employees are required to collect cheques from clients and issue receipts for payment.

12. TRAINING & MEETINGS

The key commitments to Training are as follows:

- 12.1 To meet customers' expectations Cleanaway Bathurst needs its employees to be flexible, receptive to change, multi-skilled and to function as a team.

Appropriate training and education will be provided by Cleanaway Bathurst to develop these skills and all employees must be willing to undertake training.

This shall include:

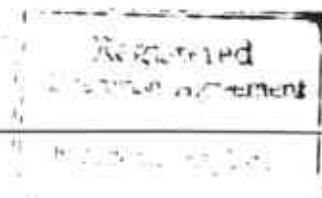
- i. Competency Based training;
- ii. OHS&E training;
- iii. Training in Customer Service awareness;
- iv. Information technology (IT) and
- v. Induction training including OHS&E and training in industrial agreements. This shall include introduction to the Employee Representative.

- 12.2 Training provided by Cleanaway Bathurst will be paid at ordinary time on the basis of sessions not exceeding 2-hours per session. 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 8 hours work, overtime rates shall apply, which shall be paid on the basis of time and a half for the first two hours beyond the 8 hours and double time thereafter.

The duration of training at ordinary time rates will not exceed 4 hours per month per employee, ie. 4 x 1 hour sessions or 2 x 2 hour 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 new employees in systems. When a person applying for a position is required to be approved prior to DAT training, the Depot Manager or Supervisor can approve this person.



- 12.4 The employee also agrees to undertake performance appraisals, if and when introduced by the Company.

13. ABSENTEEISM

The profitability of Cleanaway Bathurst is effected when employees are absent from the workplace. The parties agree that we need to improve this record by reducing absenteeism.

The key commitments to Absenteeism Improvement are as follows:

- 13.1 All employees will need to complete the *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 may result in no payment.
- 13.2 Where an employee has an appointment to see their Doctor or Dentist, he is encouraged to take only the required hour(s) off rather than the whole day, where medical requirements permit.
- 13.3 **The following is optional for each employee.**

To encourage a reduction in absenteeism, individual employees who have not used any sick leave for three (3) calendar months may, at the employees' discretion, "cash in" two-and-one-half (2 ½) days Sick Leave at the completion of each quarter, on a "dollar for dollar basis". This is subject to employees maintaining a bank of five (5) days (before and after the cashing in of any Sick Leave). If an employee elects not to "cash in" Sick Leave at the end of a quarter, then this Sick Leave cannot be later "cash-in". If the Sick Leave is not "cash-in" it shall be accumulated and available to be taken at a later date.

For the purposes of this clause each quarter is to be calculated with reference to the 30th December 2000. That is, the first time employees would be able to cash-in Sick Leave is on the 1st January 2001, provided they have a bank of five (5) days.

Further, those employees who at the commencement of this agreement, have a bank of fifteen (15) days or more Sick Leave, may, in addition to any entitlement under the preceding paragraph, "cash in" one days Sick Leave at the completion of each quarter, on a "dollar for dollar basis".

Under no circumstances would Sick Leave be paid out at termination of employment.

14. OCCUPATIONAL HEALTH, SAFETY and ENVIRONMENT

Cleanaway Bathurst and its employees dedicate themselves to continual improvement in maintaining and enhancing Cleanaway Bathurst's OHS&E record. Brambles Australia limited has attained Workers Compensation self-insurance status in NSW. All employees need to be committed to following the "Incident Reporting Procedure" & identifying risks within the workplace.

The key commitments to OHS&E are as follows:

- Employees will be actively involved and support the OH&S Committee;



- Employees will be actively involved in the development, implementation & maintenance of Induction Procedures, Emergency Procedures & Standard Operating Procedures (SOP);
- Employees will identify risks and offer suggestions for improvement;
- Employees will be aware of and ensure proper use safety equipment;
- Employees will minimise equipment damage & promptly reporting such damage and
- Employees will adhere to Cleanaway Bathurst Health & Safety policies and other Brambles Australia Limited and Cleanaway specific policies.

15. QUALITY ASSURANCE

The key commitments to Quality Assurance are as follows:

- 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 Safety Operation Procedures and the completion of any necessary paperwork.
- 15.2 As part of this Quality Program all employees shall wear Cleanaway Bathurst uniform. The uniform consists of long trousers, long sleeved shirts, shorts, short sleeved shirts and safety boots that must be worn at all times. Safety hats & glasses may be required at various clients' sites & this equipment shall be available in the workshop. All uniforms will be provided on a fair wear and tear basis.

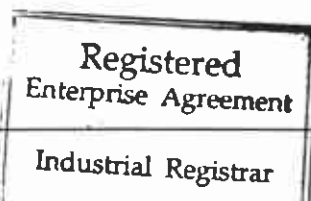
PART 5 - WAGES & RELATED MATTERS

16.0 CLASSIFICATIONS & WAGE RATES

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

Grade	Wage Rate as at 31 st July 2000 Per / week	To apply from 1 st August 2000	To apply from 1 st July 2001	To apply from 1 st July 2002
4 Front Lift, Bulk Greenwaste Drivers	\$650.91	\$663.93	\$680.53 plus 1% subject to achievement of KPIs	\$697.54 plus 1% subject to achievement of KPIs
6 Liquid Tanker Drivers WWTP Operator	\$671.33	\$684.76	\$701.88 plus 1% subject to achievement of KPIs	\$719.43 plus 1% subject to achievement of KPIs

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



16.3 Payment of Wages

All wages will be processed weekly and be paid by electronic funds transfer.

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.

16.5 All drivers will be paid the appropriate rates as per table 16.1 for the relevant system for the hours worked. I.e. If a regular liquid driver operates a RoRo truck, then they shall be paid as a grade 4 and vice versa.

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 INCOME PROTECTION INSURANCE

Cleanaway Bathurst has agreed to the introduction of an Income Protection Insurance Scheme.

18.1 Cleanaway Bathurst will pay for Income Protection Insurance for the life of this Agreement.

19.0 INCENTIVE SCHEME

19.1 OBJECTIVES

The objectives of the Incentive Scheme are to:

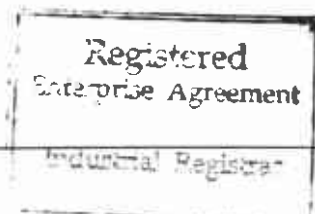
1. Satisfy employees desire for wage outcomes;
2. While not eroding Cleanaway Bathurst's profitability.

19.2 DEFINITIONS

When this Agreement speaks of the following concepts, this is what is meant:

Productivity

Lifts per hour.



Safety	The occurrence of incidents that result in Lost Time Injuries (LTI), plus Alternate or Modified Duties (S&SD) plus Offsite Medical Treatments (OMT).
Absenteeism %	The percentage of time counted as absent (including Lost Time Injuries) divided by the total man-hours worked for the period.
Equipment damage	Cost to fix damage caused by incidents where Cleanaway's driver is at fault. That is, where Cleanaway Bathurst pays out to a third party.

19.3 INCENTIVE SCHEME OUTLINE

Incentive Scheme Outline

19.3.1 The incentive scheme will commence from the operation of this Agreement.

Two further increases of 1% are available on July 1st 2001 and July 1st 2002 respectively subject to the performance of Cleanaway Bathurst in 5 designated areas. **Note:** The 1 % is a bonus and does not form part of the base rate increase from one year to the next, during the life of this Agreement.

19.3.2 The 5 designated areas will be:

- a) Productivity Front Lift
- b) Productivity Bulk Systems (RoRo and Marrell (Lift On Lift Off))
- c) Safety
- d) Absenteeism
- e) Equipment Damage

19.4 INCENTIVE SCHEME OPERATION: TARGETS

19.4.1 The performance incentive scheme will operate as follows:

19.4.2 From the commencement of the operation of the EBA, the current performance of Cleanaway Bathurst in each of the areas is:

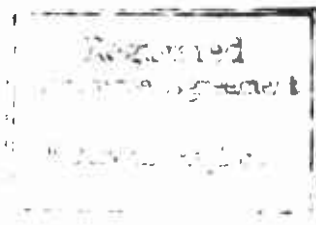
Front Lift m ³ /hour	=	TBA m ³ / man-worked hour
Bulk	=	TBA hours / lift
LTI+S&SD+OMT	=	TBA
Absenteeism	=	Average TBA days absent / annum / employee
Equipment damage	=	\$TBA annum

19.4.3 The performance incentive scheme will incorporate realistic and achievable targets.

19.4.4 The targets will be monitored by applying a percentage rate to the current performance level in each of the designated areas.

The percentage rates applied will be as detailed below:

- a) Front Lift Productivity (plus or increase 2%)
- b) Bulk Productivity (plus or increase 2%)
- c) Absenteeism (minus or decrease of 25%)
- d) Equipment Damage (minus or decrease of 10%)
- e) Safety (minus 10%)



The following table outlines the ten target areas, their current level and the expected level to be achieved in order for bonuses to be paid:

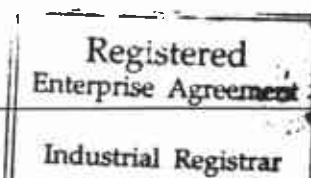
Target	Level @ 1 st August 2000	Level to be achieved from 1 st July 2000 to 30 th June 2001	Level to be achieved from 1 st July 2001 to 30 th June 2002
Front Lift m ³ / Hour			
Bulk Hours / Lift			
Absenteeism			
Equipment Damage			
Safety			

19.5 Incentive Scheme Operation: Monitoring Performance

- 19.5.1 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.
- 19.5.2 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.
- 19.5.3 The committee referred to in sub-clause 19.5.1 above will meet monthly and Cleanaway Bathurst will maintain and provide monthly data to illustrate the performance of the business against the set targets.
- 19.5.4 At 30th June 2001, the performance against the set targets will be determined. The information will be presented to the monitoring committee.

19.6 Continuous Improvement

- 19.6.1 If the targets set in Year 1 (1st July 2000 to 30th June 2001) of the Agreement are achieved, the same % rates detailed in sub-clause 19.4.4 will be applied to each of the designated areas, based on their current level of performance, to create new performance targets for Year 2 (1st July 2001 to 30th June 2002).
- 19.6.2 Once the targets are established a committee made up of a Workplace representative from each System and 2 Management representatives will be convened to monitor the performance of the business against the set targets.
- 19.6.3 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 the Committee determines that the targets are too high, the targets may be altered.
- 19.6.4 The committee referred to in sub-clause 19.5.1 above will meet monthly and Cleanaway Bathurst will maintain and provide monthly data to illustrate the performance of the business against the set targets.
- 19.6.5 On 30th June 2002, the performance of Cleanaway Bathurst against the set targets will be determined. The information will be presented to the monitoring committee.



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

20.0 HOURS OF WORK

20.1 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.

20.2 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 5:00am-5:00pm. 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.

20.3 The need for Cleanaway Bathurst to provide viable services to satisfy customer needs will be a determining factor in respect to hours of work issues.

20.4 Call-back

As per the Award.

20.5 Starting time

An employee's starting time for any day may be varied, without penalty, providing Cleanaway Bathurst has given 24 hours notice to the employee.

20.6 Shift Changes – Permanent

Permanent shift and/or system changes may be instigated at short notice, not necessarily 24 hours in advance, provided that no undue hardship will result to the employee. In any event, the period of notice shall not exceed seven days.

Shift Changes – Short Period

Both parties recognise that to be competitive in the market Cleanaway Bathurst's workforce needs to continue to be flexible and increase flexibility.

To meet this end, employees may be required to change shifts at short notice, not necessarily 24 hours in advance, provided that no undue hardship will result to the employee.

20.7 RDO's

All RDO's will be taken in conjunction with annual leave to satisfy operational issues.

This means that there will be a minimum requirement of 3 weeks at each time ie (2 weeks annual leave and 1 week RDO's)

TABLE A - Allowances

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

For the term of this Agreement, First Aid allowance, Meal Allowance, Meal Allowance when overtime is cancelled shall be applied as per the Award. Those employees who are appointed by the Manager as Leading Hand will be in receipt of a Leading hand allowance of \$8.00 per week.

PART 7 - SIGNATORIES TO THE AGREEMENT

[Signature]
Signature
Management Representative
Cleanaway Bathurst

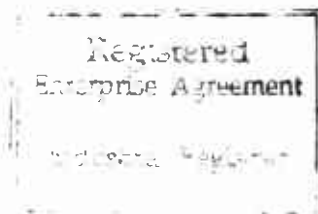
29.11.01
Date

STEVE RYAN.
Print Name & Title

[Signature]
Witness's signature

29/11/01
Date

Leeanne Hegarty
Print Name



Signature
Employees - Cleanaway Bathurst

E. Hurst
Employee's signature

29.11.01
Date

ERNEST HURST
Print Name

Allegarty
Witness's signature

29/11/01
Date

Leeanne Hegarty
Print Name

[Signature]
Employee's signature

29-11-01
Date

RAIPH PAWSON'S
Print Name

Allegarty
Witness's signature

29/11/01
Date

Leeanne Hegarty
Print Name

Timothy Smith
Employee's signature

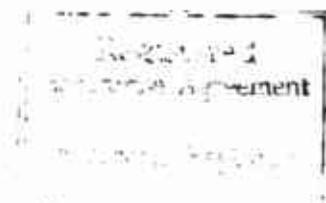
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Timothy Smith
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Allegarty
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Date

Leeanne Hegarty
Print Name



[Signature]
Employee's signature

29.11.2001.
Date

DAVID JOHN RYAN
Print Name

[Signature]
Witness's signature

29/11/01
Date

Leanne Hegarty
Print Name

[Signature]
Employee's signature

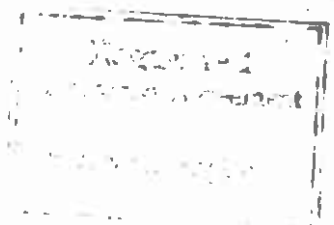
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RAYMOND RYAN
Print Name

[Signature]
Witness's signature

29/11/01
Date

Leanne Hegarty
Print Name



APPENDIX A

CODE OF CONDUCT

This Appendix is not intended to replace the Brambles Code of Conduct or any Code of Conduct issued by Cleanaway, but is intended to be read in conjunction with any such document.

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.

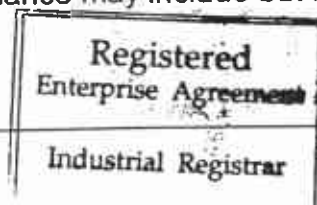
Ensuring that where unacceptable behavior or poor work performance persists, despite counseling and disciplinary action, that any termination that may ensue is conducted in a manner that is demonstrably fair and just.

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.

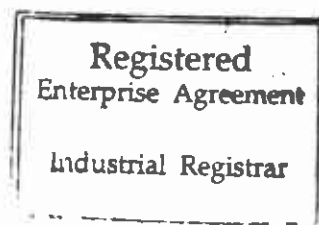
4. Warnings

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 Employee Representative 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, Cleanaway Bathurst may summarily terminate an employee's contract of employment.



APPENDIX B

Brambles Australia Limited

ACN: 000 164 938

Alcohol and Other Drugs Policy

Brambles Australia Limited recognises the value of its employees and is committed to promoting and maintaining the health and well-being of every member of its work force. Alcohol and other drugs can influence an employees ability to maintain safe work practices and can endanger themselves and others.

As such all employees, contractors and sub-contractors have a responsibility to present for work and remain not influenced by alcohol and other drugs.

Accordingly, Brambles divisions will adopt the attached alcohol and other drugs program which applies to all employees regardless of their position or classification, this includes casual and contracted staff, and employees or contractors engaged by Brambles.

RESPONSIBILITIES

The Chief Executive Officer will ensure that adequate resources are made available to implement this program and that all levels of management are given the responsibility and authority to enable its successful implementation in the work sites over which they have control.

Site managers have delegated day to day responsibility for coordinating the implementation of this program. Supervisors must monitor employees' fitness for work and take appropriate action in accordance with the program.

Employees have responsibility to:

- ensure they are not, by the consumption of alcohol or other drugs, in such a state as to endanger their own safety at work or the safety of any other person at work.
- present for work and remain not influenced by alcohol or other drugs. This includes employees engaged in after hours work, on standby availability, casual or contract.
- notify their manager/supervisor if their work performance is likely to be influenced or if there is any risk to the safety of self or other employees.
- consult with their manager/ supervisor about any concerns they may have about working with any other workers due to possible increased risk to safety.

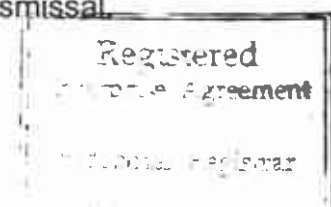
DISCIPLINARY ACTION

The requirements for the control of alcohol and other drugs in the workplace form part of the company's safety health and environment policy and, as such, any breach of this policy will lead to normal disciplinary action being taken, which may include dismissal.

GENERAL

With respect to this policy:

- Confidentiality is to be observed in these matters.
- No employee will be discriminated against or disadvantaged by his/her actions.
- Relevant education and awareness will be provided to management and employees to

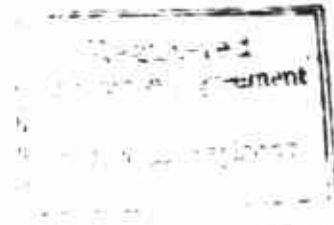


assist them to fulfil their roles and responsibilities.

- Employees will be provided with a copy of the policy and an explanation of its purpose.
- Employees will have access to an Employee Assistance Program (EAP).
- A regular review and evaluation of the program will occur.

ROBERT ANDERSON
Managing Director July 1999

Review Date July 2001



APPENDIX C

Brambles Australia Limited

ACN: 000 164 938

Smoking Policy

As an employer Brambles Australia has a duty under relevant Occupational Health and Safety legislation, to provide a safe working environment and to protect the health of all employees from any illness and injury arising from the workplace. As such areas other than those designated need to be smoke-free to eliminate the hazards of environmental tobacco smoke.

Employees may, through consultation and by consensus, nominate an area, whereby those existing smokers may be able to smoke freely during scheduled workbreaks without causing harm or discomfort to other employees in the workplace. Employees may not, however, at any time, smoke inside buildings or premises or any enclosed workplaces. These areas must be away from flammable or other dangerous activities.

It is recognised that while this initiative will provide a positive benefit to all employees, some employees may have difficulty in adjusting, particularly those with whose smoking habit is a long-standing one. It should be noted that smokers are being asked to restrict their smoking in the workplace rather than stop smoking altogether. Every effort will be made to assist smokers to adapt to working conditions under this policy.

RESPONSIBILITIES OF MANAGERS AND SENIOR PERSONNEL

Managers and Senior Personnel are responsible for:

- ensuring a smoke-free workplace in all areas other than those designated for smoking.
- offering assistance to employees who have a problem with nicotine addiction
- resolving problems which arise in the implementation of this policy
- taking corrective action under the Code of Conduct if employees breach of this policy.

RESPONSIBILITIES OF EMPLOYEES

Employees are responsible for achieving a healthier workplace by:

- not smoking in non designated areas
- making sure that their behaviour does not harm the health of others
- encouraging and supporting smokers who are attempting to quit.

A breach of this policy will be dealt with in the same manner as a breach of any Occupational Health and Safety Policy or Code of Conduct, and Standard Disciplinary procedures will apply.

ROBERT ANDERSON
Managing Director

July 1999

Review Date July 2001

Registered
Enterprise Agreement

Industrial Registrar