REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA99/143

TITLE: Ryde Transfer Station Enterprise Agreement

I.R.C. NO:

99/1777

DATE APPROVED/COMMENCEMENT: 21 May 1999

TERM:

30 June 2000

NEW AGREEMENT OR

VARIATION:

New

GAZETTAL REFERENCE:

DATE TERMINATED:

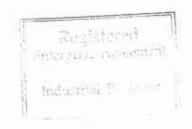
NUMBER OF PAGES:

27

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged as Depot Hand, Transfer Station Operator, Weighbridge Attendant, Driver and Night Attendant

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



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CLEANAWAY

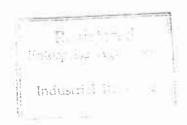
RYDE TRANSFER STATION

AGREEMENT 1998

Registered
Interprise Agreement
Industrial Registers

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2.0 PARTIES TO THE AGREEMENT

This Enterprise Agreement is between Cleanaway, a division of Brambles Australia Limited, ("the Company"), on the one part, and the Transport Workers Union, NSW Branch (the "Union") in respect of the employees of the Ryde Transfer Station and who are engaged as per the classifications set out in Clause 6.1, on the other part.

3.0 TITLE OF AGREEMENT

The Agreement shall be known as the "Ryde Transfer Station Enterprise Agreement".

4.0 INTENTION

The location mentioned above shall be the main starting place of employment for employees.

5.0 INCIDENCE AND DURATION

The Agreement shall be read in conjunction with the Transport Industry - Waste Collection and Recycling (State) Award.

Where there is inconsistency between this agreement and the award, this agreement shall prevail. Where the Agreement is silent, the Award shall apply.

The Agreement shall operate from date of signature by both parties and shall remain in force until 30th June, 2000.



6.0 ENTERPRISE AGREEMENT

The following is the agreement reached between the parties -

6.1 DEFINITIONS

(a) Grade 3 of Classification Structure

Depot Hand (Grade A(2)) under the Award) shall mean an employee engaged in any or all of the duties of assisting in the loading or unloading of waste at the station; cleaning, washing and greasing of vehicles and other equipment of the station; cleaning of the station premises; gardening; security of the premises and equipment, traffic control and any other task necessary for the operation of the station and for which the employee has the necessary skills.

(b) Grade 2 of Classification Structure

Transfer Station Operator (Grade B(1)) under the Award) shall mean a person engaged to operate all equipment of the Transfer Station and carry out multifunctional duties as and when required by the employers, including where necessary, the duties of Depot Hand. Transfer Station Operator shall mean a person engaged in any or all of the duties of mobile and fixed plant operation; maintenance of premises equipment and vehicles; and where necessary the duties of a depot hand.

(c) Grade 1 of Classification Structure

Grade 1 of the classification structure includes the following classifications:

- (i) Weighbridge Attendant (Grade B(1)) under the Award) shall mean an employee specifically engaged to perform weighbridge duties and trained for such duties by Waste Services, New South Wales and,
- (ii) Driver (Grade B(7)) under the Award) shall mean an employee engaged for the purpose of driving on public roads any vehicle specifically designed for the cartage of waste. A driver shall be responsible for normal maintenance checks on a vehicle in his control; i.e., refuelling, engine, oil, battery water levels, radiator water levels and tyres etc. He shall also be responsible for reporting any defect on such vehicle to the yard supervisor and for the cleanliness and washing of vehicles and,
- (iii) Night Attendant (Grade A(2)) under the Award) shall mean an employee carrying out duties as per Grade 3 above of this classification structure but at night.

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6.2 CONTRACT OF EMPLOYMENT

- (a) Employees may be engaged as:
 - (i) Permanent Employees employees engaged to work an average of 38 ordinary hours per week.
 - (ii) Part Time Employees employees engaged to work less than 38 hours per week. Provided that such employees
 - shall not be engaged for less than 10 hours per week.;
 - may work additional hours up to 38 in any week without penalty;
 - shall be paid for ordinary hours at the relevant hourly rate from sub-clause 6.3(a);
 - shall receive entitlements to Annual Leave, Sick Leave and Bereavement Leave, on a pro-rata basis to the actual hours worked in any 12 month period;
 - shall be entitled to Public Holidays which fall on their regularly rostered days.
 - (iii) Casual Employees shall be employees engaged and paid as such.

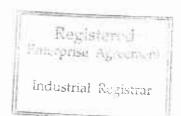
 Casual employees shall
 - be paid for a minimum of four (4) hours per engagement;
 - be paid the relevant rates specified in Clause 6.3 (a). These rates are recognised as including casual loadings and the 1/12 loading prescribed for casual employees in the Annual Holiday Act.
 - be engaged as necessary to meet the needs of the business.
- (b) The employment of such employees may only be terminated by one week's notice on either side, or by payment by the Company or forfeiture by the employee of a week's pay in lieu of notice. Provided that the Company may dismiss any employee without notice in the case of serious or wilful misconduct, and in such cases wages shall be payable only up to the actual time of termination.

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- (c) The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure and terms of this Agreement.
- (d) The Company shall require prospective employees to undertake a medical examination prior to the commencement of employment and employees from time to time during the course of their employment. The cost of such examinations will be met by the Company.

Employees shall undertake all reasonable steps which may be necessary to ensure their fitness for the work required.



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6.3 WAGE RATES

(a) (i) The following wage rates shall apply until 30th June 1998:

Payable until 30/6/98

	Classification	Rates/ Hour \$
Grade 1:	Drivers	
	Weighbridge Attendants	
	Night Attendants	
Permanent	All Ordinary Time	5
Permanent	All Overtime	\$17.30 *
		\$21.63 *
The	ese rates apply where the employee is rostered to	
wo	rk 38 ordinary hours inclusive of Monday to	
Fri	day	
Permanent	All Ordinary Time	
Permanent	All Overtime	\$20.30 **
	/	\$25.38 **
** Th	ese rates apply where the employee is rostered to	
wo	rk 38 ordinary hours inclusive of Saturday and	
Sur	nday	
Casual	All Ordinary Hours (Monday - Friday)	
Casual	All Overtime Hours (Monday - Friday)	\$19.03
Casual	All Ordinary Hours (Saturday - Sunday)	\$23.79
Casual	All Overtime Hours (Saturday - Sunday)	\$21.63
		\$27.03

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Payable until 30/6/98

	Classification	Rates/ Hour \$
Grade 2 :	Operators	
Permanent	All Ordinary Time	\$15.60 *
Permanent	All Overtime	\$19.50 *
	rates apply where the employee is rostered to 38 ordinary hours inclusive of Monday to	
Permanent	All Ordinary Time	\$18.30 **
Permanent	All Overtime	\$22.88 **
	rates apply where the employee is rostered to 88 ordinary hours inclusive of Saturday and y	
Casual	All Ordinary Hours (Monday - Friday)	\$17.16
Casual	All Overtime Hours (Monday - Friday)	\$21.45
Casual	All Ordinary Hours (Saturday - Sunday)	\$19.50
Casual	All Overtime Hours (Saturday - Sunday)	\$24.38

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Payable until 30/6/98

	Classification	Rates/ Hour \$
Grade 3:	Depot Hands	
Permanent	All Ordinary Time	\$13.85 *
Permanent	All Overtime	\$17.31 *
• The	se rates apply where the employee is rostered to	
worl	k 38 ordinary hours inclusive of Monday to	
Frid	ay	
Permanent	All Ordinary Time	\$16.25 **
Permanent	All Overtime	\$20.31 **
	se rates apply where the employee is rostered to k 38 ordinary hours inclusive of Saturday and day	
Casual	All Ordinary Hours (Monday - Friday)	\$15.24
Casual	All Overtime Hours (Monday - Friday)	\$19.04
Casual	All Ordinary Hours (Saturday - Sunday)	\$17.31
Casual	All Overtime Hours (Saturday - Sunday)	\$21.64

(a) (ii) The following wage rates (a 3% increase) shall apply from the first full pay period commencing on or after 1 July, 1998:

Payable after 1/7/98

	Classification	Rates/ Hour \$
Grade 1:	Drivers	
	Weighbridge Attendants	
	Night Attendants	
Permanent	All Ordinary Time	\$17.82 *
Permanent	All Overtime	\$22.28 *
* The	se rates apply where the employee is rostered to	
wor	x 38 ordinary hours inclusive of Monday to	
Frid	ay	
Permanent	All Ordinary Time	\$20.91 **
Permanent	All Overtime	\$26.14 **
	/	
** The	se rates apply where the employee is rostered to	
worl	x 38 ordinary hours inclusive of Saturday and	55
Suno	lay	
Casual	All Ordinary Hours (Monday - Friday)	\$19.60
Casual	All Overtime Hours (Monday - Friday)	\$24.50
Casual	All Ordinary Hours (Saturday - Sunday)	\$22.28
Casual	All Overtime Hours (Saturday - Sunday)	\$27.84



Payable after 1/7/98

	Classification	Rates/ Hour \$
Grade 2:	Operators	
	5	
Permanent	All Ordinary Time	\$16.07 *
Permanent	All Overtime	\$20.09 *
These	e rates apply where the employee is rostered to	
work	38 ordinary hours inclusive of Monday to	
Frida	у	
Permanent	All Ordinary Time	\$18.85 **
Permanent	All Overtime	\$23.56 **
		2.0
** These	e rates apply where the employee is rostered to	
work	38 ordinary hours inclusive of Saturday and	
Sunda	ay	
Casual	All Ordinary Hours (Monday - Friday)	\$17.68
Casual	All Overtime Hours (Monday - Friday)	\$22.10
Casual	All Ordinary Hours (Saturday - Sunday)	\$20.09
Casual	All Overtime Hours (Saturday - Sunday)	\$25.11



Payable after 1/7/98

	Classification	Rates/ Hour \$
Grade 3	Depot Hands	
Perman	ent All Ordinary Time	\$14.27 *
Perman	ent All Overtime	\$17.84 *
•	These rates apply where the employee is rostered to work 38 ordinary hours inclusive of Monday to Friday	
Perman	ent All Ordinary Time	\$16.74 **
Perman	ent All Overtime	\$20.93 **
	These rates apply where the employee is rostered to work 38 ordinary hours inclusive of Saturday and Sunday	
Casual	All Ordinary Hours (Monday - Friday)	\$15.70
Casual	All Overtime Hours (Monday - Friday)	\$19.62
Casual	All Ordinary Hours (Saturday - Sunday)	\$17.84
Casual	All Overtime Hours (Saturday - Sunday)	\$22.30

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6.3 WAGE RATES continued

(a) (iii) Should Cleanaway be granted and accept an extension to the Contract of one year or more from 6 November, 1999, then the following rates (a 5% increase) would apply from the first full pay period commencing on or after 6 November, 1999:

Payable after 6/11/99

	Classification	Rates/ Hour \$
Grade 1:	Drivers	
	Weighbridge Attendants	
	Night Attendants	
Permanent	All Ordinary Time	\$18.69 *
Permanent	All Overtime	\$23.36 *
These	rates apply where the employee is rostered to	
work :	38 ordinary hours inclusive of Monday to	
Friday		
Permanent	All Ordinary Time	\$21.93 **
Permanent	All Overtime	\$27.41 **
** These	rates apply where the employee is rostered to	
work :	38 ordinary hours inclusive of Saturday and	
Sunda	y	
Casual	All Ordinary Hours (Monday - Friday)	\$20.56
Casual	All Overtime Hours (Monday - Friday)	\$25.70
Casual	All Ordinary Hours (Saturday - Sunday)	\$23.36
Casual	All Overtime Hours (Saturday - Sunday)	\$29.20



Payable after 6/11/99

	Classification	Rates/ Hour \$
Grade 2:	Operators	
Permanent	All Ordinary Time	\$16.85 *
Permanent	All Overtime	\$21.06 *
	e rates apply where the employee is rostered to 38 ordinary hours inclusive of Monday to	
Permanent	All Ordinary Time	\$19.77 **
Permanent	All Overtime	\$24.71 **
These	e rates apply where the employee is rostered to	
work	38 ordinary hours inclusive of Saturday and	
Sund	ay	
	/	
Casual	All Ordinary Hours (Monday - Friday)	\$18.54
Casual	All Overtime Hours (Monday - Friday)	\$23.17
Casual	All Ordinary Hours (Saturday - Sunday)	\$21.06
Casual	All Overtime Hours (Saturday - Sunday)	\$26.33



Payable after 6/11/99

	Classification	Rates/ Hour \$
Grade 3:	Depot Hands	
Permanent	All Ordinary Time	\$14.96 *
Permanent	All Overtime	\$18.70 *
l .	rates apply where the employee is rostered to 38 ordinary hours inclusive of Monday to	
Permanent	All Ordinary Time	\$17.55 **
Permanent	All Overtime	\$21.94 **
These	rates apply where the employee is rostered to	
work	38 ordinary hours inclusive of Saturday and	
Sunda	у	
Casual	All Ordinary Hours (Monday - Friday)	\$16.46
Casual	All Overtime Hours (Monday - Friday)	\$20.57
Casual	All Ordinary Hours (Saturday - Sunday)	\$18.70
Casual	All Overtime Hours (Saturday - Sunday)	\$23.38

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6.3 WAGE RATES continued

- (b) The above rates are inclusive of:
 - (i) All allowances including the *special disability allowance* and *in lieu of*sick leave allowance from the Transport Industry Waste Collection
 and Recycling (State) Award;
 - (ii) A factor for Annual Leave Loading;
 - (iii) Payment for Picnic Day in accordance with Clause 14 of the Transport Industry Waste Collection and Recycling Award and
 - (iv) shall attract no premium or penalty except as specified in this Agreement.
- (c) The above rates shall be fixed for the term of this Agreement and no National or State Wage Decision shall be applied.
- (d) Superannuation contributions shall be made to either the Brambles Superannuation Trust Fund or the Transport Workers Superannuation Fund as elected by the employee.
- (e) An employee called upon to perform work for which a higher rate of pay is applicable shall receive such higher rate of pay for the time engaged in such higher work with a minimum payment of two hours.
- (f) Junior employees (i.e. employees under 21 years of age) in the classifications set out in sub-clause 6.1 herein as Grades 2 and 3, shall be paid the following percentage of the relevant adult classification:

At 18 years of age and under

75%

At 19 years of age

85%

At 20 years of age

90%

At 21 years of age

Adult Rate

(g) Meal money of \$7.50 shall be paid to any employee working in excess of nine(9) hours on any day.

6.4 PAYMENT OF WAGES

All wages shall be paid weekly by Electronic Funds Transfer (EFT) transmitted by the company no more than two working days after the end of the pay period.

6.5 HOURS OF EMPLOYMENT

- (a) The ordinary hours of employment shall be an average of 38 per week.
- (b) The ordinary hours of employment may be worked on any day of the week,

 Monday to Sunday, subject to:
 - (i) Maximum of 12 ordinary hours per day;
 - (ii) Minimum of 4 ordinary hours per day;
 - (iii) Ordinary hours shall be inclusive of a 20 minute paid meal break which shall be taken at a time and in such a way as not to interfere with the continuity of operations. Nothing in this clause shall interfere with an employee's right to take a paid meal break;
 - (iv) Ordinary hours shall be worked on not more than 5 days in any period Monday to Sunday.
- (c) Rosters for ordinary hours shall be changed by the giving of seven (7) days notice. Provided that for pressing work requirements or by mutual agreement rosters may be changed by less than seven (7) days notice.



6.6 OVERTIME

- (a) Overtime may be worked by mutual agreement between the company and the employee. Overtime shall be paid for all hours in excess of ordinary hours. That is, where an employee works more than twelve hours in one day or more than thirty eight hours in one week, overtime will be paid.
- (b) Payment for overtime hours shall be at the relevant hourly rate from subclause 6.3(a) (i), (ii) or (iii).
- (c) Employees recalled to work outside of ordinary hours shall be paid for a minimum of four (4) hours.
- (d) The 365 days per year operation of the Station will require employees to, as necessary, accept the need for overtime to be worked on days on which they are not rostered for ordinary hours.



6.7 PUBLIC HOLIDAYS

- (a) The following days (or such days as may be substituted by Act of Parliament) shall be recognised as public holidays to which weekly employees shall be entitled without loss of ordinary time earnings:
 - New Years Day
 - Australia Day
 - Good Friday
 - Easter Monday
 - Anzac Day
 - Queen's Birthday
 - Labour Day
 - Christmas Day
 - Boxing Day

Provided that any further public holidays proclaimed by the Federal or State Government which would generally be applicable to the area of the Ryde Transfer Station shall also be observed.

- (b) (i) Provided that payment for the foregoing public holidays can be made, by mutual agreement, at the time of taking annual leave.
 - (ii) For the purposes of this clause payment may be made in the following manner.
 - (1) where two (2) weeks annual leave are taken, payment for five (5) public holidays will be made;
 - (2) where four (4) weeks annual leave are taken, payment for nine (9) public holidays will be made.

Total payment may not exceed a nine (9) day entitlement.

An employee who works on one of the days identified in sub-clause (a) shall be paid 1.5 time the relevant hourly rate set out in sub-clause 6.3(a).

Provided that an employee who is required to work on a public holiday and who fails to report for duty on that day shall not be paid for that holiday unless the absence from work is with reasonable excuse.

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6.8 LEAVE ENTITLEMENTS

- (a) ANNUAL LEAVE shall be in accordance with the Annual Holidays Act, 1944. Provided that it is agreed that:
 - (i) the rates of pay in sub-clause 6.3(a) are inclusive of a factor for annual leave loading;
 - (ii) the rates of pay for casual employees in sub-clause 6.3(a) are inclusive of the 1/12 loading for casual employees in the Annual Holidays Act 1944.
- (b) LONG SERVICE LEAVE shall be in accordance with the Long Service Leave Act 1955.

(c) SICK LEAVE

- (i) Each employee other than casuals shall receive an entitlement of 76 hours sick leave on commencement of employment and a further entitlement of 76 hours for each annual anniversary of the commencement of employment. Entitlements for Permanent Part-Time employees will be pro-rated as per clause 6.2(a)(ii);
- (ii) Sick leave shall accumulate from year to year so that any balance of leave not allowed in any one year may be taken in a subsequent year or years without diminution of the sick leave prescribed in respect of that year;
- (iii) Sick leave shall be granted subject to
 - the employee, as far as is reasonably practicable, advising the Company prior to the commencement of the first day or shift of such absence of the inability to attend work. At this time the employee should as far as possible advise the company of the nature of the illness or injury and the likely duration of such absence;
 - the employee providing evidence to the satisfaction of the Company of the reason for such absence.

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Sick Leave (cont...)

- (iv) Payment for sick leave in any year shall be at the relevant hourly rate of pay set out in sub-clause 6.3(a) of this Agreement.
- (v) Part day entitlements to sick leave shall be available subject to the requirements of sub-clause (iii) and (iv) herein;
- (vi) Sick leave entitlements under this clause may also be claimed by employees, by prior arrangement with their employer in the case of illness of a member of their family.

Under no circumstances would sick leave be paid out at termination of employment.

(vii) Employees who have not used any sick leave for three (3) calendar months may, at the employees' discretion, "cash in" all or part of the pro rata Sick Leave they have accrued over these preceding three (3) months 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 "cashed-in". For the purposes of this clause each quarter is to be calculated with reference to an individual employee's commencement date. Sick Leave accumulated up to the date of this agreement will not be able to be "cashed-in". Under no circumstances would sick leave be paid out at termination of employment.

(d) BEREAVEMENT LEAVE

- (i) An employee shall, on the death of the wife, husband, father, mother, father-in-law, mother-in-law, brother, sister, child or stepchild of the employee, be entitled to leave up to and including the day of the funeral of such relation. Such leave shall, for a period not exceeding sixteen (16) working hours be without loss of any ordinary paywhich the employee would have earned if he had not been on such leave.
- (ii) The right to such leave shall be dependent on compliance with the

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following conditions:

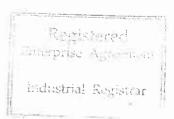


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- (a) the employee shall give the Company notice of his intention to take such leave as soon as reasonably practicable after the death of such relation;
- (b) the employee shall furnish proof of such death to the satisfaction of the Company;
- (c) the employee shall not be entitled to leave under this clause during any period in respect of which he has been granted any other leave.
- (iii) For the purpose of this clause the words "wife" and "husband" shall not include a wife or husband from whom the employee is separated but shall include a person who leaves with the employee as a de facto wife or husband.

(e) JURY SERVICE

- (i) In the event of an employee being required to attend on jury service the employee shall be paid the difference between that employee's normal rate of wage and such fees as the employee is paid for the jury service;
- (ii) Written proof of attendance and of the amount received in jury fees shall be submitted to the employer.



6.9 CONSULTATIVE PROCESS

- (a) A consultative committee shall be established, which shall meet as necessary (but not less than quarterly), to
 - review business productivity/performance;
 - consider methods of improving business productivity/performance including work practices, training, etc.;
 - where appropriate, set targets for business productivity/ performance;
 - address any areas of concern to the Company or employees.
- (b) The committee shall consist of two (2) management representatives and two
 (2) employee representatives. The employee representatives shall be elected
 by popular vote of the employees covered by this Agreement.
- (c) During these discussions, the employees may elect to have a Union Official present and the management representatives may seek to involve a representative of the Company's Employment Services Department.



6.10 SETTLEMENT OF DISPUTES

The following procedure shall apply in the event of an industrial issue arising:

- (a) The matter first be discussed between the employee and his immediate supervisor. At the employee's option his delegate may also be present.
- (b) If not settled, the matter shall be submitted by the elected employee representatives to the Station Manger. At any point in these discussions the delegate or Station Manager may seek the involvement of the Regional Manager.
- (c) If not settled further discussions will occur which may include the Company's State Manager, the Company's Employment Services Department and a representative of the Union.
- (d) Any matter which cannot be resolved shall be referred by either party to the NSW Industrial Relations Commission. A decision of the Commission shall be accepted by the parties as final, subject to any legal appeal procedures.
- (e) 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.
- (f) The parties affirm their commitment to the precept that the functions performed at Ryde Transfer Station, for and on behalf of Waste Services, are an essential community services which requires continuity of operation and maximum community access.
- (g) No party shall be prejudiced as to final settlement by the continuance of work in accordance with this sub-clause.



6.11 UNION REPRESENTATION

- (a) An employee appointed as Union Delegate shall, upon notification to the Company by the Branch Secretary, be recognised as the accredited representative of the Union;
- (b) The delegate shall be allowed reasonable opportunity, within ordinary working hours, to carry out Union business. The time of conducting such business shall be organised in consultation with the delegate's Supervisor.
- (c) The delegate shall, as necessary, have access to
 - A telephone for the reasonable conduct of his functions;
 - A notice board for the displaying of union material.
- (d) Subject to the needs of the business and, reasonable prior notification, the delegate shall be entitled to attend properly conducted training courses by the Trade Union Training Authority or the Transport Workers Union. The Company shall pay the delegate the ordinary time rate of pay for the period of attendance at such courses up to a maximum of five (5) days in any one year.
- (e) The Company recognises the right of a properly authorised official of the Transport Workers Union to enter the Transfer Station to inspect wage records, interview employees or speak with the Company. Provided that such official shall as far as practicable arrange in advance with the Company a suitable time for such attendance and, in any event, always identify his presence to the Company prior to proceeding on to the Station.



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SIGNATURE PAGE

Matten Barton free	13-5-99
Frevor Morrow Manager	Date
-	

Union Delegate	Date

Union Secretary

14-5-90

Date

