

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA99/96**

**TITLE: Brambles Industrial Services - Transport Workers' Union - Prot  
Kembla Agreement 1997**

**I.R.C. NO: 99/989**

**DATE APPROVED/COMMENCEMENT:** Approved 16 March 1999 and commenced first full pay period on or after 1<sup>st</sup> December.1997

**TERM: 24 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 8**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees who are covered by the Transport Industry (State) Award

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



---

**BRAMBLES INDUSTRIAL SERVICES - PORT KEMBLA**

**TWU ENTERPRISE BARGAINING AGREEMENT**

---



**1.0 TITLE**

The Agreement shall be referred to as the Brambles Industrial Services - Transport Workers' Union - Port Kembla Agreement 1997.

**2.0 PREAMBLE**

Brambles Industrial Services is a major transport company in the Illawarra area and is an Enterprise competing for significant transport and relate contracts in line with world best practice standards.

Management of the company is through shareholders and managers as employees of the company and, at the time of making this agreement, the enterprise employs approximately three hundred and seventy (370) people, of whom seventy (70) are transport workers.

This enterprise agreement has been developed by representatives of the company and the union together with the relevant employees. The agreement is about matters pertaining to the relationship between the enterprise and is designed to cover all transport employees and the functions performed.

~~Nothing~~ in this agreement shall supersede previous agreements to the extent of any inconsistencies.

**3.0 OPERATION**

This agreement shall commence from the first full pay period on or after 1 December 1997, and remain in force for a period of two (2) years.



Prior to the termination of this agreement, the parties shall review their operation within sufficient time so as to establish a replacement enterprise agreement or other ongoing employment arrangements.

Additional to the above, a review of this agreement shall occur in the event of any unusual circumstances such as the introduction of a Goods and Service Tax.

Any disagreement as to the terms of the replacement agreement or other arrangements shall be resolved in accordance with the dispute settling procedure contained in this agreement.

#### 4.0 DEFINITIONS

- Company - means Brambles Industrial Services Port Kembla.
- Employee - means an employee of the company.
- Award - means the Transport Industry State Award 1996.
- Union - means the Transport Workers' Union of Australia (NSW Branch).

#### 5.0 PARTIES BOUND

- 1) Brambles Industrial Services.
- 2) The Transport Workers' Union of Australia (NSW Branch) and its members employed by the company.

#### 6.0 UNDERTAKINGS

It is the intent of the parties to act in accordance with this agreement and any other relevant statutory obligation.

The parties undertake to communicate with one another in an open unreserved manner at the enterprise level on all matters relating to the ongoing organisational performance of work in the enterprise. This shall be achieved through quarterly information sharing briefings.

#### 7.0 RECORD ADMINISTRATION

In order to maintain quality requirements and monitor daily activities, all employees will complete and correct daily work sheets. This will assist in the identification of unnecessary delays and hold-ups, etc.

#### 8.0 GARAGING OF VEHICLES

For any employees engaged after the 1 January 1998, all Brambles' owned vehicles will be parked at the company site or as directed by management. This will enhance security and avoid unnecessary insurance claims.

#### 9.0 LICENCE CHECKS

Periodically, all drivers of Brambles' equipment will be required to provide evidence of a current driver's licence, containing the appropriate classification.

Registered  
Enterprise Agreement  
Industrial Registrar

## 10.0 CUSTOMER REQUIREMENTS

All employees agree to conform to all work practices and load restraint guidelines, in order to fully satisfy customer requirements.

## 11.0 WORKPLACE HEALTH, SAFETY AND MEDICALS

- i) The employer and employees shall comply with the requirements of the *Occupational Health and Safety Act 1983*, and any amendment thereof, and with Regulations made under the said Act;
- ii) Employees shall ensure all work is performed in a safe and responsible manner;
- iii) An employee who is supplied with protective equipment or material must wear or use it in such a way as to achieve the purpose for which it is supplied;
- iv) All employees under this agreement are to participate in periodic medicals as required by the company.

Registered  
Enterprise Agreement  
Industrial Registrar

This OH&S initiative is designed to assist in the promotion of a healthier workplace by the early detection of any medical concerns on the part of the employee, that may impact on the ability for that employee to carry out his/her duty in a safe and competent manner.

Any decision regarding an employee's ongoing employment, based upon the identification of a serious medical condition, will be made after consultation with the company, the employee concerned and a union representative.

The initial appointment will be at the company's expense and will be conducted in company time.

If an employee has reason to query the findings of a diagnosis, he/she shall have an independent doctor's assessment and submit the results to the company.

The second opinion will be at the company's expense and will be conducted in company paid time. Any subsequent appointments will be arranged so that they are in the employee's own time and expense.

## 12.0 ALCOHOL AND DRUG-FREE WORKPLACE

To ensure the work force is free from alcohol and prohibited substances, including narcotics, all persons may be required to undergo tests for these substances. If a problem in this area is detected, an appropriate counselling program will be implemented.

## 13.0 WORK APPAREL

Work uniforms will be replaced on a fair wear and tear basis. The company will ensure that appropriate supplies are maintained in order to meet demands.

## 14.0 TRAINEES

Both parties acknowledge and respect the position of trainees. Trainees, once proficient in performing allotted tasks and functions unsupervised, will be paid at the appropriate permanent rate.

Upon completion of traineeship program, trainees will have access to permanent positions within the workplace.

## 15.0 SHIFT AND HOUR FLEXIBILITY

Should the company make an offer of, and the employee agrees to, flexible starting times, a spread of hours may prevail. This may include, for example, the option of 4x10 hour shifts.

If, by agreement, a driver agrees to work 4x10 hour shifts at ordinary time, and then makes himself available for work on the fifth day, he may be eligible for work on the fifth day at the appropriate penalty rates, provided he has made his intention for additional work to his supervisor 24 hours prior to the commencement of the intended shift.

This is in line with permanent employees having the right to work over that of a casual employee.

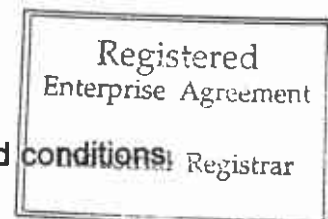
## 16.0 AWARD ACCESS

The company will have access to all the current Award ~~conditions~~

## 17.0 JOINT OBJECTIVES

In keeping with the spirit and intent of the agreement, the role of both parties is acknowledged.

The emphasis is for the parties to work in harmony in order to achieve the best end result for the employees, the business and the customer.



## 18.0 NO EXTRA CLAIMS

There shall be no extra claims during the life of this agreement, apart from those specified in the agreement. However, a review of this agreement will apply in the event of any significant unforeseen circumstances, eg the introduction of a GST. Should the Transport Industry State Award wage rate exceed the rates contained in this agreement, the new Award rates and provisions will apply.

## 19.0 NO DISADVANTAGE CLAUSE

This agreement will not disadvantage the employees covered by the agreement in relation to their employment conditions or wages. Furthermore, there will not be a reduction in the protection offered under the relevant Award.

## 20.0 DISPUTE SETTLEMENT PROCEDURE

20.1 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 the service outlined in sub-clause 20.3, 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.

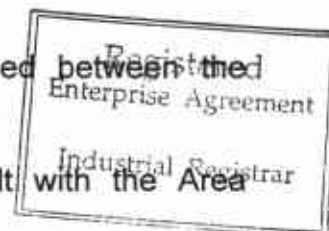
20.2 The Dispute Settlement Procedure shall be:

20.2.1 All matters shall be attempted to be resolved within the workplace.

20.2.2 The following steps shall be followed until the matter is resolved:

- a) Any matter shall first be discussed between the employee and supervisor;
- b) The union delegates shall consult with the Area Manager on the matter;

20.2.3 If the matter cannot be resolved within the steps identified in sub-clause 20.2.2, discussions involving the State Secretary/Union Organiser, Divisional Manager and relevant company officials shall take place. This could include the Company's Employment Services Department.



**20.2.4** If the matter still cannot be resolved, it 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.

**20.2.5** During the processes outlines in this provision, there shall be no disruption to the Company's commercial operations.

### **20.3 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).

**20.4** No party shall be prejudiced as to the final settlement by the continuance of work.

**20.5** 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.

### **21.0 TECHNOLOGICAL CHANGE AND QUALITY ASSURANCE**

The parties to this Agreement accept the introduction of technological change and quality assurance in the road transport industry as a means of maximising customer satisfaction and reliability of service to those customers. This may involve procedural and documentation changes to better be able to provide a record of the quality of the service provided to customers.

### **22.0 DURESS**

This agreement was not entered into under duress by any party to it.



**23.0 INCOME PROTECTION**

The parties have agreed to finalise the introduction of an Income Protection Insurance scheme in accordance with Brambles Australia Policy and Guidelines.

The wage rates provided for in the attached schedule include a component for income protection insurance and:

**23.1** The company will deduct an amount from the employee's base weekly wage as "employee income protection insurance" at the employee's discretion and remit to the appropriate fund.

**23.2** Alternatively, an employee can elect to retain all of the increased amounts in lieu of income protection insurance.

**24.0 PAYROLL DEDUCTIONS**

The company shall continue to offer payroll deductions for the purpose of Union contributions to the Transport Workers' Union of Australia (NSW Branch).

**25.0 SUPERANNUATION**

1. Employer funded superannuation contributions shall be paid into one of the following funds, as nominated by the employee:-

- Transport Workers' Superannuation Fund; or
- Brambles' Superannuation Trust.


2. Once an employee has nominated the fund into which contributions are to be directed, the employee may not seek to change that nomination for the life of this Agreement.

Registered Enterprise Agreement
Industrial Registrar contributions

**SIGNED** for and on behalf of Brambles Industrial Services, Port Kembla, NSW )



**SIGNED** for and on behalf of the Transport Workers' Union of Australia )





### WAGES SCHEDULE

CURRENT		FIRST PAY PERIOD COMMENCING AFTER 15/12/97 3%	1/6/98 2%	1/12/98 3%	1/6/99 2%
<b>Grade 1</b>	\$446.70	\$460.10	\$469.30	\$483.38	\$493.05
<b>Grade 2</b>	\$462.30	\$476.17	\$485.69	\$500.26	\$510.27
<b>Grade 3</b>	\$473.10	\$487.29	\$497.04	\$511.95	\$522.19
<b>Grade 4</b>	\$482.50	\$496.98	\$506.92	\$522.13	\$532.57
<b>Grade 5</b>	\$506.80	\$522.00	\$532.44	\$548.41	\$559.38
<b>Grade 6</b>	\$512.90	\$528.29	\$538.86	\$555.03	\$566.13
<b>Grade 7</b>	\$531.40	\$547.34	\$558.29	\$575.04	\$586.54
<b>Grade 8</b>	\$569.10	\$586.17	\$597.89	\$615.83	\$628.15

Registered  
Enterprise Agreement  
Industrial Registrar