

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/256**

**TITLE: Brambles Distribution Regents Park Warehouse and  
Distribution Agreement 2001-2003**

**I.R.C. NO: 2001/3392**

**DATE APPROVED/COMMENCEMENT: 6 June 2001/12 April 2001**

**TERM: 22 Months**

**NEW AGREEMENT OR  
VARIATION: New. Replaces EA99/160**

**GAZETTAL REFERENCE: 7 September 2001**

**DATE TERMINATED:**

**NUMBER OF PAGES: 8**

**COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees engaged  
under Storemen and Packers Bond and Free Stores (State) Award**

**PARTIES: BramblesAustraliaLtd -&- National Union of Workers, New South Wales  
Branch**

Registered  
Enterprise Agreement  
Industrial Registrar

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**BRAMBLES DISTRIBUTION  
REGENTS PARK WAREHOUSE AND DISTRIBUTION  
AGREEMENT 2001 – 2003**

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**1. TITLE**

This agreement shall be referred to as the Brambles Distribution Regents Park Warehouse and Distribution Agreement 2001 – 2003.

**2. ARRANGEMENT**

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**3. 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 Union"). 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, as varied, for the life of this Agreement. This Agreement shall apply to all employees engaged during the life of the agreement.

**4. OPERATION OF AGREEMENT**

This Agreement shall operate on or after the date of signature by both parties, and shall remain in force until 28 February 2003. Payments in accordance with the terms of this agreement will be implemented on or after the first pay period from the 28 February 2001.

**5. RELATIONSHIP TO AWARD**

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

**6. 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 Australia Limited.

**7. NO EXTRA CLAIMS**

There shall be no further claims by either party during the life of this Agreement.

**8. 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.

**9. 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.



**10. RATES OF PAY**

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

Class	Present Rate	Increase on Date of Agreement 28/2/2001	4% Increase on 28/2/2002	2% Increase on 28/8/2002
Storeperson	\$ 582.64	\$ 619.06	\$ 643.82	\$ 656.69
Leading Hand	\$ 646.41	\$ 672.27	\$ 699.16	\$ 713.14
Team Leaders	\$ 668.42	\$ 695.16	\$ 722.96	\$ 737.42

10.1 It is agreed between the parties that the "pick allowance", which under the previous agreement was paid as a separate allowance to Storepersons, has been built into the base rate of pay effective from the date of agreement (28 February 2001). The parties agree that there will be no future claims of this skills allowance to be paid to reach truck operators and/or pickers.

The picking allowance is calculated as being an amount of \$13.11.

10.2 The 2% payable on the 28 August 2002 is on the basis that the employees covered by this Agreement use their best endeavours to work co-operatively with management towards improving productivity and flexibility in the workplace.

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

10.3 Allowances (other than those provided for in this agreement) shall be paid as per the Storeman and Packers Bond and Free Store (State) Award.

10.4 First Aid Allowance will be \$12.00 per week.

10.5 Computer allowance is payable to only those employees responsible for replenishments and entering of such details onto the computer, as directed by management. The Computer allowance will be a flat allowance of \$7.60 per week. Computer allowance will not be paid to Leading Hand/Team Leaders.

**11. MATTERS AGREED BETWEEN THE PARTIES**

**HOURS OF WORK**

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

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



- (c) 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.
- (d) 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 " 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 at no fault of the employees the Company will provide employees weekly wages in cash.

In the event that an employee's weekly wages are paid incorrectly by the Company through no fault of their own, the Company agrees to cover any shortfall in wages with cash payments by Friday of that week.

### **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.



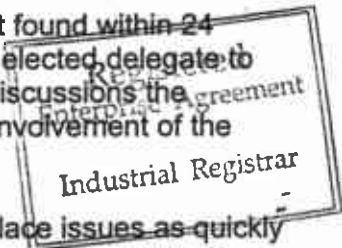
- 16.3 Employees shall cooperate to submit to bag and car searches, when required, provided that upon request of the employee, the searches shall be undertaken in the presence of a Manager and the Union delegate in the event of a dispute. In the event where delegates are not available employees may nominate 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 for its assistance.





19. SIGNATURES OF THE PARTIES TO THIS AGREEMENT

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

*[Handwritten signature]*

Secretary/Treasurer

Date: 12 April 2001

*[Handwritten signature]*

Witness

Date: 12 April 2001

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

*[Handwritten signature]*

Manager *S. Beahley*

Date: 12.04.2001

*[Handwritten signature]*

Witness SPAN THOMAS

Date: 12.04.01.

