

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/133

**TITLE:** **Brambles Industrial Services Chain Valley Enterprise Agreement 2004**

**I.R.C. NO:** IRC4/2124

**DATE APPROVED/COMMENCEMENT:** 3 May 2004 / 30 March 2004

**TERM:** 12 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 9 July 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 8

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The Agreement applies to all employees employed by Brambles Industrial Services, an operating division of Brambles Australia Limited located at Level 40, Gateway, 1 Macquarie Place Sydney, NSW 2000, engaged in the classifications of Drivers at the Chain Valley and Kayuga Depots, who fall within the coverage of Transport Industry (State) Award

**PARTIES:** Brambles Industrial Services, an operating division of Brambles Australia Limited - &- the Transport Workers' Union of New South Wales

# BRAMBLES INDUSTRIAL SERVICES CHAIN VALLEY ENTERPRISE BARGAINING AGREEMENT 2004

## 1. Title

This Agreement shall be referred to as the Brambles Industrial Services Chain Valley Enterprise Bargaining Agreement 2004.

## 2. Arrangement

This Agreement is arranged as follows:

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## 3. Application

This Agreement shall apply at the Brambles Industrial Services, Chain Valley Coal Logistics Contract and the Kayuga Coal Logistics Project (Contract No# KC390), to all employees engaged in classifications set out in the Transport Industry (State) Award.

## 4. Parties Bound

The parties to this Agreement are:

- a) Brambles Australia limited trading as Brambles Industrial Services, (the company);
- b) All employees of the Brambles Industrial Services, at Chain Valley and the Kayuga Project, engaged in classifications set out in the Transport Industry (State) Award whether members of the union listed in subclause (c) or not; and

- c) Transport Workers Union, NSW Branch (the "Union").

## **5. Period of Operation**

This Agreement shall operate from the date of last signature to this agreement and shall remain in force for a period of twelve (12) months or on cessation of the current contract, whichever occurs first.

## **6. Relationship to Award**

This Agreement shall be read and interpreted wholly in conjunction with the Transport Industry (State) Award ('the Award'), as varied, provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall take precedence to the extent of the inconsistency.

## **7. No Extra Claims**

It is agreed by the parties to this agreement that:

- (a) any wage movements arising during the life of this Agreement from State Wage Case decisions shall be absorbed against the wages set out in this Agreement; and
- (b) up to the nominal expiry date, the union and employees will not pursue any extra claims relating to wages or conditions of employment whether dealt with in the agreement or not

## **8. Dispute Settlement Procedure**

Subject to the *Industrial Relations Act* 1996, any dispute shall be dealt with in the following manner:

- 8.1 In the event of an industrial dispute, the representative of the Union on site and the Supervisor shall attempt to resolve the matter in issue in the first place.
- 8.2 In the event of failure to resolve the dispute at job level the matter shall be subject to discussions between the TWU Organiser and Project Manager and the Employment Services Department if required.
- 8.3 Should the dispute remain unsolved the Secretary of the Union or his representative will confer with senior management.
- 8.4 If the matter remains unresolved, the dispute will be referred to the New South Wales Industrial Relations Commission for assistance in resolving the matter via conciliation. If the matter still remains unresolved after conciliation, by agreement between the parties at that time, the parties may ask the Commission to arbitrate to settle the dispute and all parties will accept the outcome, subject to any legal appeal procedures.

Provided that in any particular matter a party may at any point refer to the matter to the Commission on the basis that the nature of the matter is unlikely to be resolved by the earlier steps, and where such matter requires speedy resolution.

Note: At each level of dispute a twenty four (24) hour cooling off period will operate. All work will continue as normal whilst negotiations are taking place.

### **8.5 Continuity of Service**

8.5.1 The Union and its members employed by the Company undertake and commit that during the life of this Agreement no industrial action by way of bans, limitations or strike action will be taken to disrupt the availability of labour for work in accordance with the requirements of the Company's contracts with customers.

8.5.2 This commitment is subject only to our joint obligation to Occupational Health and Safety requirement for work to be undertaken. However, subject to relevant provisions of any State or

Territory occupational safety and health law, even if you have a reasonable concern about an imminent risk to your health or safety, the Employee(s) must not unreasonably fail to comply with the direction by the Company to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate to perform.

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

### 9. Wage Rates

Classification	1 January 2003	1 January 2004
Truck Driver	\$17.11	\$17.79
Loader Driver as per mixed Function clause 30	\$17.62	\$18.32

The rate of pay specified above will apply at both Chain Valley and the Kayuga Project. All applicable allowances are paid in accordance with the Award.

The mixed functions clause 30 of the Transport Industry (State) Award shall be paid when applicable.

Annual leave loading as per the Transport Industry (State) Award shall be paid using the above amounts as the base rate.

### 10. Casuals

Casual employees shall be paid the rate specified in Clause 9 plus loadings as specified in the Award.

### 11. Shift Structure

This clause will apply only to employees working at the Chain Valley site. The shift structure for employees working on the Kayuga Project will apply as per Appendix 1.

11.1 Under ordinary conditions day shift will commence at 5:30am from Monday to Friday.

Should it be necessary due to changes in operational requirements, it is agreed that starting times may be altered with notice given prior to 8:00pm the previous day. Such starting times vary between 5:00am and 7:00am.

11.2 Afternoon Shift

Afternoon shift will commence at 2:00pm from Monday to Friday. However, starting times may vary between 1:00pm and 3:00pm.

The first eight hours will be paid at single time with Afternoon Shift allowance applying. The next two hours will be paid at time and a half. If additional hours are required to be worked they will be paid at double time.

11.3 Special Conditions

Afternoon Shift Allowance (17½%) will apply to work commenced at or after 10:00am.

Night Shift Allowance (30%) will apply to work commenced at or after 5:00pm.

11.4 Weekend Shifts

It may be necessary from time to time to make labour available on weekends (Saturday or Sunday). This will be seen as optional overtime and shift starting times may vary. The following rates shall apply.

Saturday                      The first two (2) hours paid at time and a half, the remaining hours at double time. Where an employee commences work at or after 12 noon they will be paid

at double time.

Sunday All hours are paid at double time.

## **12. Overtime**

### 12.1 Overtime

Relates to work outside standard shift times as required by customer service by Brambles Industrial Services, Chain Valley & Kayuga depot. The allocation of Monday to Friday overtime will be based on the total hours working during the current pay week. For weekend overtime, the allocation of overtime will be based on the total hours worked during the current pay week plus the hours worked in the previous week. Employees with the least number of hours will get priority, with permanents having priority over permanent part-time, casuals and permanent part time employees having priority over casuals.

Permanent day shift operators will be given preference for Saturday overtime with afternoon shift operators being given preference for Sunday overtime.

### 12.2 Availability

Each permanent employee shall make himself available for a reasonable amount of overtime. Rest breaks of ten (10) hours shall occur. All hours of work and rest are to comply with the RTA logbook regulations requiring one 24-hour period off in 7 days.

### 12.3 Nominations

Persons wishing to make themselves available for weekend overtime will have their names on the notice board by 7:00am on Friday and for weekday overtime prior to the end of the preceding shift.

### 12.4 Allocation

Overtime will be allocated in a consistent fashion for all employees, however, taking into account the skills required to provide flexibility of plant and equipment operations.

Site specific overtime will be allocated to permanent employees of that site first.

## **13. Meals**

### 13.1 Meal Area

A well equipped meal area is provided on site. It is the responsibility of all drivers to keep the meal and kitchen areas in a clean and tidy condition. Drivers are requested to use this facility. Company vehicles must not be taken off the site during meal breaks, unless other arrangements are agreed.

### 13.2 Meal Breaks

All Drivers will receive adequate breaks within an acceptable time frame in accordance with RTA driving regulations.

## **14. Drivers' Responsibility**

The Company will provide Company policies, procedures and site rules and if required by the Client any additional policies, procedures or site rules to employees. Employees are required to comply with these policies, procedures and site rules as amended from time to time. Any amendments will be communicated to employees.

All employees are required to adhere to the Chain Valley Road Haulage Protocol and Code of Conduct.

## **15. Training**

The parties are committed to ongoing training. Training is to be site specific and in accordance with Customer requirements.

The Company will purchase all relevant Workcover permits. The Company will determine priority training. The current process of consultation will continue through toolbox talk communications.

Vehicle allocation will be at management's discretion. Operation needs will be a criteria in determining allocation, however drivers lacking the required skills will be offered training to acquire those skills.

Delegate will be afforded time by agreement with management to attend training with due consideration given to operational requirements. The duration and remuneration for this training will be by agreement.

Delegate will be afforded access to new employees to provide an understanding of the industrial rights and obligations included in this agreement.

## **16. Subcontractors**

The parties recognise that Company trucks will work in preference to subcontractors for the duration of the current contract. Subcontractors will abide by site hours and conditions when engaged and adhere to the Chain Valley Road Haulage Protocol and Code of Conduct.

## **17. Existing Flexibility**

The following existing flexibilities form part of the Agreement:

- (a) Nil wash up time
- (b) Nil crib break (morning and afternoon tea)
- (c) Nil meal allowance
- (d) Flexible meal breaks
- (e) EFT for payment of wages
- (f) Nomination of daily overtime prior to end of previous shift

## **18. Site Requirements**

18.1 The customer is permitted to operate loaders at the Chain Valley Site under the following circumstances:

- a) That all employees covered under this agreement are fully utilised at the time
- b) That no employee covered under this agreement is financially disadvantaged by the operation of this clause
- c) That during the life of this agreement, employer and employee representatives will review the operation of loaders to assess opportunities for permanent employment of Brambles operators should the usage rates warrant

18.2 Local sales delivery truck drivers are permitted to self load with loader when required.

18.3 Any operator to perform any task at Chain Valley Site must be appointed and inducted by the Chain Valley Mine Manager.

## **19. Clothing Issue**

Brambles Industrial Service will provide to all Permanent employees a Summer & Winter issue.

19.1 The summer clothing issue will be issued in December and comprise of the following choice-:

3 Short sleeve or long sleeve shirts;

2 Trousers -either short or long;

1 pair of Steel cap safety shoes

19.2 The winter issue will be issued in June and comprise of the following choice-:

3 Short sleeve or long sleeve shirts;

2 Trousers -either short or long;

1 Jacket applicable to site requirements or Jumper

19.3 All employees will be expected to report to work wearing the approved uniform presented in a clean condition in a neat and tidy manner.

## **20. Belt Operators**

Belt trained loader operators will be paid a responsibility allowance of \$10 per shift where they complete belt operator work.

## **21. Annual Leave**

Annual Leave shall be in accordance with the Award with the exception of the following:

Permanent operators agree to take annual leave and accrued RDO's during shutdowns or maintenance periods to meet operational requirements.

## **22. Sick Leave**

An employee is to notify his/her supervisor of his/her absence before the arranged starting time on the first day of his/her absence unless it is not reasonably practical to do so, if so as soon as practical.

An employee shall provide a medical certificate if absent for more than one consecutive day.

## **23. Redundancy**

23.1 Redundancy will be defined as per the Transport Industry - Redundancy (State) Award

23.2 An employee will not be considered redundant or entitled to the benefits of redundancy, including severance pay and payment in lieu of notice, where the employee commences employment without loss of continuity or service, with the purchaser of the Company's business. Additionally, where an employee is offered and accepts alternate employment within the Brambles Group, then such transfer of employment shall not constitute a redundancy.

23.3 Period of Notice

The applicable notice period and associated provisions shall be as per the Transport Industry - Redundancy (State) Award.

23.2 Severance Payments

Payment of three (3) weeks base rate of pay for each completed year of service will be made.

### 23.3 Maximum Payment

The maximum severance payment shall be 52 weeks including the notice period.

### 24. Duress

This agreement has been entered into by mutual consent of the parties in accordance with the Act, no duress has occurred.

### 25. Signatures of the Parties to This Agreement

Signed for and on behalf of the Transport Workers Union, NSW Branch:	
Signature:	
Name in full (printed):	Anthony Sheldon
Position:	State Secretary
Date:	30 / 3 / 04

Signed for and on behalf of Brambles Australia limited trading as Brambles Industrial Services:	
Signature:	
Name in full (printed):	Michael Ross Avery
Position:	General Manager
Date:	19 / 3 / 04

## APPENDIX ONE

### SPECIAL PROVISIONS FOR THE KAYUGA COAL PROJECT

#### Shift Structure

The Load & Haul Operations will be operative Monday to Friday between 7.00am and 6.30pm

Stockpile Maintenance may be required by Kayuga Coal on a Saturday and Sunday.

#### Rest Breaks

A minimum of 10 hours rest break between shifts will be observed with one 24-hour period in every 7-day cycle.

#### Living Away from Home Allowance

In accordance with the Transport Industry (State) Award, Brambles Industrial Services will provide each qualifying employee assigned to this project a living away from home allowance as detailed in Clause 7.4.

Each employee assigned to this project will reside at the nominated hotel and will use this allowance to pay for subsidise accommodation and meals.

## APPENDIX TWO



## **OUR MISSION, VALUES AND PEOPLE PROMISE**

### **OUR MISSION IS ...**

To be the world's leading provider of innovative business solutions in support services.  
To use outsourcing expertise to add exceptional value in the eyes of our customers.  
To create superior shareholder value through our people and their enterprising spirit.

### **OUR SHARED VALUES ARE ...**

All things begin with the customer  
We believe in people and teamwork  
We have a passion for success  
... always acting with integrity and respect for the community and the environment.

### **BRAMBLES PEOPLE PROMISE ...**

#### **From Brambles to You**

- Explanation of Brambles' and Brambles' Mission, Goals and Values
- Explanation of what is expected of you in terms of achievement and behaviour
- Regular, honest and constructive feedback about your performance and career opportunities
- A development plan to help you to use your talents and improve your skills

#### **From You to Brambles**

- Commitment to Brambles' Goals and to deliver what is expected of you
- Demonstration of behaviour and ways of working consistent with our Values
- Regular, honest and constructive feedback about how you are doing, how the business can do better and any support you need
- Commitment to develop yourself and use your talents to the fullest