

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/162

TITLE: Cleanaway (NSW) Sydney Industrial (TWU) Agreement 2003

I.R.C. NO: IRC4/2333

DATE APPROVED/COMMENCEMENT: 6 May 2004

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/22

GAZETTAL REFERENCE: 25 June 2004

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all employees employed by Cleanaway (NSW), a division of Brambles Australia Ltd, located at Level 4, 80 Pacific Highway, North Sydney, NSW, 2060 who are engaged at the Erskine Park and Moorebank depots and who fall within the coverage of the Transport Industry Trade Waste (State) Award

PARTIES: Brambles Australia Limited t/as Cleanaway -&- the Transport Workers' Union of New South Wales

CLEANAWAY (NSW) SYDNEY INDUSTRIAL (TWU) AGREEMENT 2003

1. Title

This Agreement shall be referred to as the Cleanaway (NSW) Sydney Industrial (TWU) Agreement 2003.

2. Arrangement

PART 1 - APPLICATION & OPERATION

1. Title
2. Arrangement
3. Commencement Date of Agreement & Period of Operation
4. Parties Bound
5. Application
6. Relationship to Award

PART 2 - COMMUNICATION, CONSULTATION & DISPUTE RESOLUTION

7. Agreement Objective
8. Consultative Process
9. Dispute Settlement Procedure
10. Continuity of Service

PART 3 - COMPANY AND EMPLOYEES DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

11. Contract of Employment
12. Medical Examinations
13. Employee Duties
14. Abandonment of Employment
15. Appointment, Transfer and Promotion
16. Redundancy
17. Disciplinary Procedures

PART 4 - PRODUCTIVITY IMPROVEMENT AND WORK PRACTICES

18. Productivity Improvements
19. Work Practices
20. Training and Meetings
21. Absenteeism
22. Occupational Health and Safety
23. Quality Assurance
24. Uniform Issue

PART 5 - WAGES AND RELATED MATTERS

25. Classifications and Wage Rates
26. Income Protection
27. Payment of Wages
28. Superannuation
29. No Extra Claims

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

30. Hours of Work
31. Call Back
32. Wash Time

- 33. Starting Time
- 34. Allowances

PART 7 - SIGNATORIES TO THE AGREEMENT

Appendix A - Employee Performance and Behaviour Code
Appendix B - Our Mission, Values & People Promise

PART 1- APPLICATION AND OPERATION

3. Commencement Date of Agreement and Period of Operation

This Agreement shall commence on and from the beginning of the first full pay period after approval by the NSW Industrial Relations Commission and shall remain in force for a period of two years (2). The company has agreed that upon approval of the Agreement, the first 2% increase shall be backdated to the 1st July 2003.

Negotiations in respect of the next agreement will commence six (6) months prior to the expiry of this agreement.

4. Parties Bound

The parties to this Agreement are:

- a) Brambles Australia Limited trading as Cleanaway, (the company);
- b) All employees of the Cleanaway Erskine Park and Moorebank, Industrial Services Depot, engaged in classifications set out in the Transport Industry - Trade Waste (State) Award whether members of the union listed in subclause (c) or not; and
- c) Transport Workers Union, NSW Branch (the "Union").

5. Application

- 5.1 This Agreement applies to operations pertaining to Cleanaway Sydney Industrial located at Erskine Park and Moorebank depots covering all employees engaged in the classifications set out in the Transport Industry - Trade Waste (State) Award.

6. Relationship to Award

- 6.1 This Agreement shall be read and interpreted wholly in conjunction with the Transport Industry - Trade Waste (State) 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.
- 6.2 This Agreement supersedes all previous agreements which may be in place.

PART 2 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

7. Agreement Objective

- 7.1 The fundamental objective of this agreement is to create a framework consistent with the intent of the parties to achieve the following goals:

Recognise that the Company is involved in the trade waste collection industry, which demands a high level of Customer Service in order to meet the client's needs. This Agreement will serve to allow the company to respond to the Customers needs in a timely and efficient manner.

Co-operation in the continued implementation and maintenance of Quality Assurance and Environmental Management systems.

Compliance by the Company and employees with their statutory occupational health and safety obligations to prevent accidents/incidents and workplace injuries.

Avoid industrial action as a means to resolve problems by exhausting all avenues identified in this Agreement under the conflict resolution procedures, so as to develop a dispute free workplace.

Create a teamwork environment built on openness, trust and consideration, which promote the overall growth of the Company and its employees.

8. Consultative Process

8.1 The Company reiterates its belief that 'toolbox talks' serve a vital need in supplying information to and receiving information from employees. To that end regular toolbox meetings will be convened and the employees affirm their commitment to attend these meetings as required. These meetings will be used to discuss productivity, safety and customer service issues together with issues pertinent to vehicles.

8.2 Communication

To achieve continuous improvement and for this agreement to succeed, the Company and its employees need to promote more effective two way communication between employees and teams as well as with supervisors and management. The key criteria for the successful implementation of this is:

Every person is encouraged to approach their direct supervisor or a member of the management team on any matter that is of concern to them.

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.

The Company believes there is a need from time to time to communicate directly with employees.

To achieve this criteria the following items (whilst not exhaustive) will be addressed:

- (a) Feedback on key business drivers including the Clean Run KPI's;
- (b) Regular briefings on company performance
- (c) More communication/consultation between departments to ensure all jobs are done right the first time.

8.3 The Company has formulated an Occupational Health and Safety Committee to address the Occupational Health and Safety concerns of all staff employed within the Sydney operations. As a confirmation as to the importance of the committee, the employees described under this Agreement will provide at least one representative for each O.H & S committee meeting. In the event that no employee is available the union delegate will make himself available for the meeting.

8.4 Any dispute arising from matters of communication, be they arising from Committee meetings, toolbox talks, general meetings or communications shall be dealt with in accordance with the Dispute Settlement Procedure.

9. Dispute Settlement Procedure

9.1 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 9.6, 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.

9.2 The Dispute Settlement Procedure shall be: All matters shall be attempted to be resolved within the workplace.

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

9.3 Any matter shall first be discussed between the employee and the supervisor.

The union delegate shall consult with the local management.

9.4 If the matter cannot be resolved within the steps identified in subclause 9.3 discussions involving the TWU State Secretary/Union Organiser, Senior Regional management and other relevant company officials shall take place.

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

9.6 During the process outlined in this provision there shall be no disruption to the Company's commercial operations and, with the exception of disciplinary issues, the Company and the employees will maintain the work circumstances applicable prior to the issue arising whilst the Dispute Settlement process is worked through.

10. Continuity of Service

10.1 Consistent with the intent of this Agreement, the Union and its members employed by the Company undertake that during the life of the Agreement, the employees will not take industrial action.

10.2 Further to this the parties agree that:

10.2.1 It is recognised by all parties that the work (collection, disposal and treatment of waste) is owned by Cleanaway.

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

10.2.3 The circumstances that applied immediately prior to the dispute arising shall continue until final resolution of the matter.

10.3 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

11. Contract of Employment

11.1 Employment Categories

Employment under this Agreement may be full time or casual.

11.2 Probationary Period

A full time employee shall be subject to a 3-month probationary period.

Casual employment with Cleanaway Industrial Services shall be recognised as the probationary period upon appointment to a full time position as long as the casual appointment has extended for a period of three months.

The employee's performance will be reviewed through the probationary period and any perceived inadequacies will be discussed with the employee.

If, during the probationary period, it is determined that that the employee is unable to meet the performance standards required by the Company beyond the probationary period, the Company may terminate employment by the payment of one weeks wages in lieu.

12. Medical Examinations

- 12.1 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 the company shall meet all costs.
- 12.2 All medical examination results shall remain confidential at the company doctor's surgery. The company 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 the company consistent with relevant statutes and legislation.
- 12.3 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.

13. Employee DUTIES

- 13.1 The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- 13.2 The company 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.

14. Abandonment of Employment

- 14.1 The absence of an employee from work for a continuous period of three (3) working days without the approval of the Company and without notification to the Company shall be prima facie evidence that the employee has abandoned employment.
- 14.2 Provided that if within a period of 5 days from the employee's last attendance at work or at the date of last absence in respect of which notification has been given or approval has been granted an employee has not established to the satisfaction of the Company that the absence was for a reasonable cause, the employee shall be deemed to have abandoned employment.
- 14.3 Termination of employment in accordance with this subclause 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 the Company, whichever was the later.

15. Appointment, Transfer and Promotion

- 15.1 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 and overall best fit for the position.
- 15.2 Where two or more candidates are considered of equal merit then other relevant criteria such as seniority would be considered.

16. Redundancy

- 16.1 Any decisions on offering redundancies will be at company discretion. Should redundancies be offered, the company commits to consult with the union regarding conditions. Redundancies will be based on the needs of the business at the time and the terms for offering redundancies will be subject to Management's discretion.

- 16.2 If redundancies are implemented by the company, payment will comprise of 3 weeks per completed year of service, plus notice, to a maximum package of 52 weeks in addition, all other statutory monies will be paid.
- 16.3 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.

17. Disciplinary Procedures

Refer to Appendix for details on the Employee Performance and behaviour Code.

PART 4 PRODUCTIVITY IMPROVEMENT AND WORK PRACTICES

18. Productivity Improvements

Cleanaway prides itself on providing a quality product to customers. It is imperative that we achieve continuous improvement in the quality of our customer service to enable us to become competitive and therefore achieve growth in the market. The key productivity indicators are:

- 18.1 All employees/teams accept their responsibility to provide a quality product/service to their next in line customer(s).
- 18.2 Employees 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.
- 18.3 All employees will seek continuous improvement in the quality of our service.
- 18.4 Reduce the number of customer complaints and credit notes. This requires paperwork (runsheets) and Victor records to be filled out promptly and accurately.

19. Work Practices

The parties agree that the standard work practices of the Cleanaway Sydney Industrial employees will include, but not be limited to:

- 19.1 All employees will work to their full skill, competence and training and in doing so make a positive contribution to a more productive workplace.
- 19.2 Ensuring that working patterns and arrangements enhance flexibility and the efficiency of Cleanaway.
- 19.3 Establishment of basis for multi-skilling in front-lift, rear-lift, bulk and liquid operations.
- 19.4 All employees will use new technology, where applicable, provided that where new equipment/technology is introduced, training of a suitable type and duration shall be introduced (as has been implemented, for example, on board computers, Mapinfo, GPS, Victor, etc).
- 19.5 Management shall be able to move vehicles from "Point A" to "Point B" inside the depot and to and from any repair and mechanical institutions or between depots. Managers may also drive vehicles in an emergency situation or where a customer may be lost if not for the action of the manager driving the vehicle. In the above situations reasonable attempts will be made to contact designated driver representative/s first.

To achieve flexibility and better utilisation of skills, the following items whilst not exhaustive are to be addressed:

Drivers (when not on the road) to wash trucks or clean interior of vehicles i.e. cabins, work within the product destruction area, deliver MGB's or other information or equipment to other yards or customers

as required during breakdowns/down time where access is available and duties are within training, competence and skill;

Accurate recording by all drivers;

All breakdowns to be treated urgently by everyone concerned, so notification to the workshops shall be done promptly;

Follow up of emergency repairs to ensure permanent fix to prevent further breakdown;

Eliminate un-official breaks e.g. idle time, smoke breaks, etc. Normal disciplinary procedure will apply as per the Employee Performance and Behaviour Code in Appendix A;

20. Training and Meetings

20.1 To meet our expectations in the waste services market, the company requires all employees, management and the workforce alike to be flexible, receptive to change, multi-skilled and function as a team. Appropriate training and education (including meetings) will be implemented to develop these skills and all employees must be willing to undertake training as needed.

20.2 Training provided by the company and meetings between the drivers (union related and other) will be paid at ordinary time on the basis of sessions not exceeding 2 hours per session. It is agreed that 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 and the employee has already performed eight (8) hours work, overtime rates shall apply. In such circumstances, overtime shall be paid on the basis of time and a half for the first two hours and double time thereafter. The duration of training will not exceed 4 hours per month per employee, i.e. 4 x 1 hour sessions or 2 x 2 hour sessions etc.

Union meetings will only be paid when approved by the relevant manager prior to Union Delegates attending them. This principle also applies to site based union meetings.

20.3 A qualified person, as identified by the Company, shall conduct driver Assessor Training (DAT). Any employee, including the DAT representative, can be utilised to familiarise the new employees in the relevant systems.

20.4 Training is to be provided on a as needs basis, as follows:

- i) Competency based training shall be offered, taking into account some obvious difficulties in remote areas;
- ii) Occupational Health and Safety training shall be provided, not only to those on Committees but to all employees as agreed on a site by site basis;
- iii) Induction training shall be provided which includes occupational health and safety training and information on all industrial agreements. Induction training shall also include introduction to the Union Delegate;
- iv) Training shall be provided on the risks associated with contaminated waste and the danger of needles stick injuries, on a needs basis.

21. Absenteeism

The productivity and efficiency of the company is effected when employees are absent from the workplace. The parties agree that we need to improve this record by reducing absenteeism of total hours worked which represents a reduction per annum.

Sick leave provisions shall be as per Clause 12 of the Award with the exception of the following:

- 21.1 All employees will need to complete the Application for Payment/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 could result in no payment;
- 21.2 Where an employee has an appointment to see their Doctor, Dentist, etc., they will be encouraged to take only the required hour(s) off rather than the whole day, where medical requirements permit;
- 21.3 All employees will follow the following 'notification' process when not attending work:

Before start of shift or as early as practicable, the employee will ring 13 13 39, and leave a message with the Links answering service.

22. Occupational Health and Safety

The company and its employees dedicate themselves to continual improvement in maintaining and enhancing our occupational health and safety record.

Given that Brambles is self insured, all employees need to be continually committed to following the "Incident Reporting Procedure" and identifying risks within the workplace. To achieve the above, the following items whilst not exhaustive are to be address:

- Active involvement of all employees and their support of the OHS Committee;
- Active involvement in the development, implementation and maintenance of the induction procedures, emergency procedures and standard operating procedures;
- Employees assisting in identifying risks and offering suggestions for improvement;
- Awareness and proper use/care of safety equipment;
- Minimising equipment damage and prompt reporting of;
- Adherence to the company Health and Safety policy by all parties.

23. Quality Assurance

- 23.1 All employees are committed to the implementation and maintenance of a Quality Assurance program in accordance with Australia Standard 9002.

This includes the adherence to all Standard Operating Procedures and the completion of any necessary paper work.
- 23.2 As part of this Quality Program all employees shall wear the company uniforms issues by the company. The uniform consists of long trousers, long sleeved shirts, shorts, short sleeved shirts and safety boots which must be worn at all times. Safety hats and glasses may be required at various clients' sites and this equipment shall be available in the workshop.

24. Uniform Issue

Each employee shall be entitled to the following items as detailed below:

Item	Number	Frequency
Long sleeved shirts, cotton drill	5	Annual or as required
Short sleeved shirts, cotton drill	5	Annual or as required
Shorts, cotton drill	3	Annual or as required
Long trousers, cotton drill	3	Annual or as required
Safety boots	1	As required
Bluey jacket - cotton drill	1	2 yearly or as required

All uniforms will be provided on an exchange basis.

PART 5 - WAGES AND RELATED MATTERS

25. Classifications and Wage Rates

The following wage rate shall apply during the life of this Agreement

Grade	Base current \$pw	Income Protection \$pw	New Base Current \$pw	1 July 2003 (2%) \$pw
4	715.17	10.73	725.90	740.42
7	772.78	11.59	784.37	800.06

Grade	1 Jan 2004 (2%) \$pw	1 Jul 2004 (2%) \$pw	1 Jan 2005 (2%) \$pw	1 July 2005
4	754.93	769.45	783.97	805.75
7	815.75	831.43	847.12	870.65

Note: There are no employees currently employed on any other Grade, nor is it planned that there will be any employees during the life of this Agreement on any other Grade other than those specified above.

The abovementioned wage rates shall apply during the life of this Agreement reflecting increases of:

- 2% on 1 July 2003
- 2% on 1 Jan 2004
- 2% on 1 July 2004
- 2% on 1 Jan 2005
- 3% on 1 July 2005

- 25.1 In addition to the base rate of pay the Company proposes to pay a productivity bonus of \$400.00 per annum (1% of base rate) for each of the two years of the agreement for the individual attainment of the following targets.
- 25.2 This Agreement will incorporate an "Accident Bonus Scheme" aimed at the overall reduction of motor vehicle and property damage incidents or accidents. At the outset of this Agreement, Cleanaway Sydney Industrial has calculated the current average accident damage cost and it is agreed by the parties that a 15% year on year reduction is desirous and achievable.
- 25.3 Therefore a payment of \$100 per quarter for each individual employee who achieves the following targets will be made:

Current average accident damage	=	\$445 per qtr per employee
Target average accident damage 1st 12 months	=	\$378 per qtr per employee
Target average accident damage 2nd 12 months	=	\$321 per qtr per employee

- 25.3.1 The quarterly bonus payment will commence on the 1st January 2004 and continue each quarter for a period of two years. Noting that at the expiry of each quarter, each individual's damage total will be reset to zero dollars.
- 25.3.2 The accident damage totalled against each employee will only account for 'at fault' motor vehicle and property accidents, and possible payments of \$100 per employee will be made at the end of each quarter.
- 25.3.3 It will be the case that any employee who fails to report a vehicle or property damage accident will not be entitled to any bonus payment for that quarter and the subsequent (3) quarters.

- 25.3.4 The occurrence of multiple accidents or incidents involving the same individual will still be handled using the appropriate disciplinary processes regardless of the Accident Bonus Scheme. The parties agree that given the selected type of Accident Bonus Scheme, no exceptions will be granted to individual employees due to rule out operational difficulties such as collection activities at night.

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.

26. Income Protection Insurance

The Company has previously paid an amount of approximately 1.5% of wages through AON, for the provision of Income Protection. The employees agree that they have met and voted on the removal of this payment in favour of the equivalent increase in their base rate of pay. This increase is shown in 25.0 above. As a result the company will not pay Income Protection under this Agreement.

27. Payment of Wages

All wages shall, at the discretion of the Company, be paid by electronic funds transfer. Wages will be processed weekly.

28. Superannuation

- 28.1 Employer funded superannuation contributions shall be paid into one of the following funds as nominated by the employees;

TWU Super Fund, or

Brambles Superannuation Plan, Mercer Super Trust

- 28.1.2 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.

29.0 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
- (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; and
- (c) Up to the nominal expiry date, the union/s and employees agree to abide by the dispute settlement procedure in full.

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

30. Hours of Work

- 30.1 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.
- 30.2 The ordinary hours of work will be in accordance with Clause 6 of the Award, except where, by agreement with the employees affected, the ordinary span of hours can apply on any day Monday-Saturday between the hours of 3:00am - 4:00pm

Provided that:

- A) payment of 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

30.3 The need for the Company to provide viable services to satisfy customer needs will be a determining factor in respect to hours of work issues.

31. Call-Back

It is agreed that employees recalled working in accordance with this Clause, and clause 13 of the Award, shall perform all reasonable tasks requested by the Company.

If an employee is called back outside of normal hours, a \$25 payment will be made to the employee.

32. Wash Time

Each employee shall be entitled to take the last 15 minutes of each shift as shower time. Wash time shall count as ordinary time worked unless it is already on overtime, which will be paid as overtime.

33. Starting Time

An employee's starting time for any day may be varied, without penalty, providing notice has been given by the company to the employee by the end of prior day shift.

34. Allowances

For the term of this agreement, Meal Allowance and First Aid allowance shall be applied as per the Award.

PART 7 - SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of the Transport Workers Union of New South Wales:	
Signature:	
Name in full (printed):	A. Sheldon
Position:	State Secretary
Date:	15 / 04 / 04

Signed for and on behalf of Sydney Industrial Drivers:	
Signature:	
Name in full (printed):	Alan Burke
Position:	Driver
Date:	06/04/04

Signed for and on behalf of Cleanaway:	
Signature:	
Name in full (printed):	Rod Bonnette
Position:	Manager - Sydney Industrial
Date:	06/04/04

APPENDIX A

EMPLOYEE PERFORMANCE AND BEHAVIOUR CODE

This schedule is a summary and should be read in conjunction with the full copy of the Brambles Australia Employee Performance and Behaviour Code.

Aims

This Code aims to provide a system for identifying and maintaining acceptable employee behaviour and rectifying persistent poor work performance in a positive way by:

1. Identifying to the employee behaviour that is unacceptable to Cleanaway operations.
2. Providing employees, through a counselling and disciplinary process, an opportunity to correct unacceptable behaviour and/or to rectify poor work performance.
3. Ensuring that where unacceptable behaviour or poor work performance persists, despite counselling and disciplinary action, that any termination that may ensue is conducted in a manner that is demonstrably fair and just.

Obligation of Employees

All employees of Cleanaway operations are expected to:

Carry out their duties and responsibilities to the limit of their competency and skill.

Positively contribute 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 reasonable and lawful instructions.

Treat peers, other employees of the Company, 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.

Unacceptable behaviour 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 which directly conflict with the interest of Cleanaway's operations.

Intimidatory acts or assault, whether verbal or physical

Drunkenness, intoxication, illicit drug use or possession of alcohol/drugs.

Conflict of interest with Cleanaway's services and operations.

Disciplinary Procedures

The following disciplinary procedure shall apply for breaches of the Code. For breaches of the Code all employees shall be subject to a process of:

Verbal warning/counselling.

Written warnings/counselling/training/re-training.

Termination.

Warnings

When issuing warnings (verbal or written) the following matters should be taken into consideration:

1. Employees are to be given the opportunity to have a witness or union delegate in attendance.
2. Employees are to be advised of the nature of the specific issue generating the warning and Company's expectations in respect to that issue.
3. Employees are to be given an opportunity to respond to the matter(s) raised in (2);
4. 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.
5. Employees are to be made aware that any written warnings issued will be placed on their personnel file;
6. Ordinarily, three warnings will be issued; one verbal warning and two written warnings, however there may be circumstances where a first and final written warning is warranted or summary dismissal. Each case shall be determined on its own merits.
7. 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.

The above warning procedure shall take into account the nature of the incident and the time elapsed between offences.

Summary Dismissal

In circumstances of serious misconduct i.e. misconduct of a kind such that it would be unreasonable to require the employer to continue the employment during the notice period; the employer may summarily terminate an employee's contract of employment.

APPENDIX B - OUR MISSION, VALUES & 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