

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/220

TITLE: Brambles Steel Services (P.C.I. Plant Operations and Maintenance)
Port Kembla Agreement 2002

I.R.C. NO: IRC02/2088

DATE APPROVED/COMMENCEMENT: 6 June 2002/1 March 2002

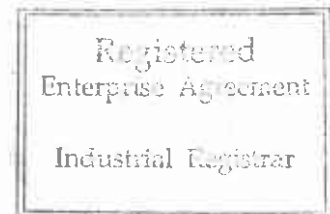
TERM: 1 March 2005

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE: 12 July 2002

DATE TERMINATED:

NUMBER OF PAGES: 12



COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to employees of Brambles Steel Services P.C.I. Operations at Port Kembla who are members of or are eligible to be members of the Electrical Trades Union of Australia, New South Wales Branch, the Automotive, Foods, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, and The Australian Workers' Union, New South Wales.

PARTIES: Brambles Steel Services P.C.I. Operations at Port Kembla -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales

Brambles Steel Services

**(P.C.I. Plant Operations and
Maintenance)**

Port Kembla Agreement 2002

**Registered
Enterprise Agreement
Industrial Registrar**

Title

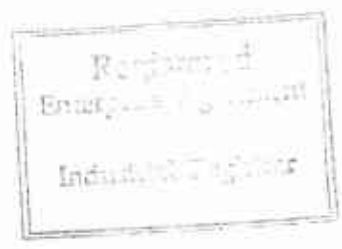
This Agreement will be know as the Brambles Steel Services Agreement (P.C.I. Plant Operations and Maintenance) Port Kembla Agreement 2002

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- Attachment 2: Base Salary Schedule
- Attachment 3: 12 Hour Roster System



Purpose of the Agreement

1.1 Goals

This Agreement will support the establishment of an environment where all team members work together to achieve the business goals of Brambles Steel Services, thereby securing positive outcomes for Brambles, its team members and our customer, B.H.P. Steel.

The parties are committed to:

- a) Effective communication, consultation and participation in all issues relating to the workplace
- b) Providing excellent service to our customer
- c) Achieving continuous improvement of processes, systems and procedures
- d) Training and multi skilling consistent with the classification requirements of the P.C.I. Plant
- e) Innovative, effective and open workplace relations built on flexibility trust and mutual respect
- f) Safe healthy and environmentally conscious practices
- g) Acting ethically, responsibly and co-operatively with one another, our customer and contractors / suppliers
- h) The supervision of contractors and other employees on our site.

2. Duress

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

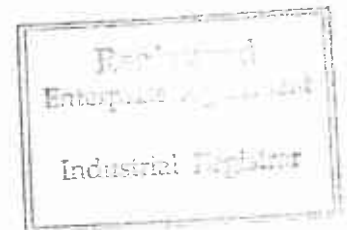
3. Scope, Title and Duration

This Agreement will be binding on:

- Brambles Steel Services P.C.I. Operations at Port Kembla
- The Electrical Trade Union and its members employed by the company or employees who are eligible to be members employed by the company.
- The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union and its members employed by the company or employees who are eligible to be members employed by the company.
- Australian Workers Union – NSW Branch and its members employed by the company or employees who are eligible to be members employed by the company.

Where conditions are not covered in this Agreement then the terms of the Electricians, &C. (State) Award shall apply. Each individual Controller will be paid at the same rate of pay.

This Agreement shall operate from 1st March 2002 through to 1st March 2005. The parties are committed to enter into negotiations a minimum of three months prior to the end of the Agreement.



4. Consultation

In order to facilitate good communications and consultation on a range of issues including business improvement, systems improvement, operating procedures, technology improvement and customer relationship a team consultative process shall be implemented. Team discussions while on going shall, subject to roster considerations be held on a monthly basis.

5. Safety Health and Environment Policies

The Company acknowledges its responsibility for providing a safe and healthy working environment. In so doing, the Company will provide safe systems of work and provide necessary equipment, training and information for team members to carry out their duties in an informed and responsible manner.

Team members are required to acknowledge their responsibility for working in a safe manner and taking reasonable care of their own and others' safety while at work. Team members will co-operate with Company initiatives to improve safety and follow all required health and safety policies and procedures and legal requirements.

All work on the Brambles P.C.I. licensed site and interconnecting BHP Steel sites is to be performed in a safe and responsible manner.

Compliance with BHP Steel policies and procedures is required.

Team members are required to become familiar with and operate within the relative environmental regulations and requirements for the site. Training re site conditions and Brambles policies and procedures shall be on going.

6. Protective Clothing

All protective clothing and equipment will be supplied by the Company and such clothing and protective equipment will be worn and/or used by team members at all times. Failure to comply will involve the team member in performance counselling and may involve disciplinary action. After the initial issue, protective clothing or equipment will be replaced on a needs basis, when unserviceable

7. Alcohol and Drugs Policy

In line with the Brambles Safety Health and Environment Charter and The Brambles Alcohol and Other Drugs Policy, employees working on the P.C.I. site shall present themselves for work in a fit condition to operate equipment safely. Due to the inherent risk of the P.C.I. Plant Brambles demands strict adherence to OH&S policies and procedures of both Brambles and its customer BHP.

This requirement in respect to Drugs and Alcohol applies to employees, contractors and visitors and shall be supervised by Brambles employees on site for both contractors, their employees and visitors.

8. Settlement of Disputes

The parties to this Agreement recognise that the P.C.I. Plant is an essential service and shall not be disrupted by work bans or stoppages. Employees covered by this Agreement shall



be withdrawn from the job when there is concern over safety issues, which could endanger their health and well being.

Should a dispute arise over any matter inside or outside of this Agreement the following steps shall apply:

- a) All grievances and disputes shall be raised in a timely manner and shall be dealt with promptly by management
- b) If matters cannot be resolved by direct Management, employees should approach Senior Management of Steel Services to resolve the issue
- c) In the event of no Agreement or unsatisfactory handling of any issue, either Party can refer the matter to the NSW Industrial Relations Commission for resolution of the issue. Subject to legal rights of appeal the decision of the NSW Industrial Relations Commission shall be accepted by the parties.
- d) The status quo existing immediately prior to the dispute shall remain with the exception of disciplinary action taken by the Company against an employee for serious or willful misconduct.

9. Flexibility of Operations

Team members will carry out all functions in the Plant provided that they have been adequately trained and are competent to carry out those duties.

To cover for long-term absences from PCI Plant duties the company may from time to time employ casual or contract labour for plant operational coverage.

In the event of casuals being employed they will receive payment and conditions relevant to the award save that if a casual works for more than 6 months they will be deemed a weekly employee.

10. Performance Review

In line with the goals of this agreement, a personal performance development system will be implemented. This is a two way process of communication to enhance personal development within the organization within a way that enables them to have fulfilling careers and Brambles to benefit from their knowledge and abilities, in a manner consistent with the direction of the business.

11. Hours of Work and Remuneration

Remuneration paid to team members under this Agreement shall constitute the total package and takes into account all aspects of work arrangements.

It is agreed that the annualised salary is provided on the basis of all work undertaken as directed and that employees operate the roster and guarantee operational and emergency coverage of the Operations 24 hours per day, 7 days per week.

The roster as agreed and shown as Attachment 3 shall be reviewed on at least an annual basis and agreed between employees and Management. The roster provides for a continuous 12-hour shift rotating arrangement averaging 42 hrs per week.



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12. Base Salary

A base salary of \$75,000 shall apply for the first twelve months of this Agreement. At the completion of each twelve-month period of this agreement, the salary shall be reviewed in accordance with section 13, Review Process. Payment of the base salary shall include:

Base wage, payment for all public holidays and weekend rostered work, shift allowance, additional hours for overtime up to an average of 4 hours per week over a thirteen week period including shutdown maintenance work, all allowances applicable on site, including electrical licence, travel, meals, confined space, tool, dust and dirt, coal and shutdown maintenance work.

A safety net consideration is included in the base salary arrangement, which allows for an average of 52 hours overtime in fixed thirteen-week periods commencing from the start of this agreement. Should additional hours over the 52 hours provided be worked, it shall be paid at the rate of double time of the ordinary hourly rate, which is [$\text{\$Base salary}/2184 \text{ hours per year}$] per hour. Call outs will represent a minimum of 4 hours for the purpose of calculating the consumption of safety net overtime hours and the subsequent payment of overtime where 52 hours overtime in a prescribed 13-week period is reached and exceeded.

It is agreed that all licenses/certificates etc. required by team members to operate the plant will be kept current. The Company will pay reasonable costs of employees incurred in maintaining currency.

13. Operating Allowance (On Call Allowance)

In addition to the base salary an operating allowance of \$4,120.00 p.a. shall be paid for the first year of this Agreement.

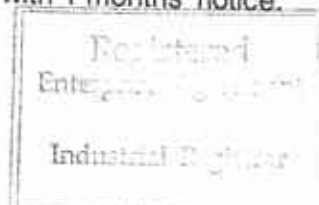
This operating allowance is paid on the basis of employees guaranteeing one person to be on call at all times to provide coverage of all callouts and coverage of sick leave and short-term absences including emergency leave up to 5 days in one continuous period. Arrangement for such rostering will be left to employees.

No additional payments are to be claimed for callouts unless hours worked are in excess of the hours specified in the safety net provision specified in Section 12. In the event that the callout hours are in excess of the safety net provision, a minimum of four hours at the overtime rate shall be paid for each callout.

14. Annual Leave

You are entitled to annual leave in accordance with relevant laws and the Agreement. Currently, this entitlement is (42 x 5) 210 hours paid annual leave on completion of each year of service. The annual leave must be taken within a mutually agreed time, as agreed between you and your manager.

The company may direct you to take annual leave upon providing you with 1 months' notice.



15. Review Process

The base salary will be adjusted as per the attached schedule (Attachment 2) throughout the term of this agreement.

The operating allowance will be reviewed and agreed with employees on an annual basis. This review will look at history of callouts, costs, and use of casual labour costs or replacement labour costs

Such reviews must be concluded within a 30-day time frame after each twelve months of operation of the Agreement.

16. Bonus / Incentive Payments

A Bonus / Incentive payment system as per Attachment 1 will operate over the first year of the life of this Agreement and be subject to review for each subsequent year.

17. Sick Leave

An employee who is absent from work on account of personal illness or injury shall be entitled to sick leave. Sick leave will not incur any deduction of pay for the period of illness or time to recover from the injury, subject to the followings conditions and limitations:-

- The employee shall notify, wherever possible, of their inability to attend for work due to illness or injury prior to the commencement of their normal shift. As far as practicable the employee shall state the nature of the injury or illness and the estimated duration of the absence.

An employee who is incapacitated due to illness or injury whilst on annual leave may apply for sick leave for this period of illness or period of recovery from the injury. Each case will be considered on its individual merit. In the event of such an application being allowed the employee's annual leave entitlement will be credited in each case by the number of hours of sick leave claimed.

After a period of three months absence as a result of a serious medical problem, any decision regarding the employee's ongoing employment will be made in consultation with the company, the controller concerned and a union representative.

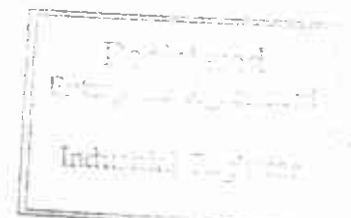
18. Defence Leave

Defence Leave may be taken in accordance with the provisions of the Defence Reserve Service (Protection) Act 2001. In taking such leave the employee will provide documentary evidence of the training and of any payment received which will reduce the normal salary paid accordingly.

Other employees on the roster will cover for short-term absences.

19. Personal Carers Leave

As per the Electricians, & C. (State) Award.



20. Medicals

All PCI Controllers are to participate in periodic medical examinations as a minimum each 6 months. This period is to be reviewed in consultation between the controllers and the company during the term of this agreement.

This initiative is designed to maintain a healthy workplace by the early detection of any medical concerns on the part of the controller.

Any decision regarding the employee's ongoing employment upon the identification of a serious medical problem will be made in consultation with the company, the controller concerned and a union representative.

The costs of these medicals will be borne by the company.

21. Superannuation

Employees shall be offered membership to the Brambles Superannuation Fund or an approved industry fund, paid in accordance with the Superannuation Guarantee (Administration) Act 1993. Payments will be made based on the sum of the Base Salary plus Operating Allowance.

22. Income Protection

All employees covered by this agreement have an option to be covered by an Income Protection Plan provided by a suitable Provider.

With the employee's agreement, the Company shall deduct contributions on a monthly basis and remit it to the suitable Income Protection Plan Provider.

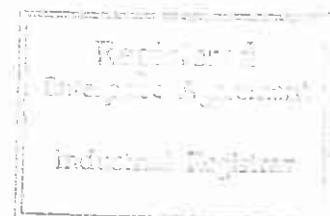
The company will have no responsibility whatsoever with respect to the scheme's operation.

The company commits to further discussion on the issue of Income Protection during the life of this agreement.

23. No Extra Claims

It is agreed by the parties that up to the nominal expiry date of this agreement:

- The employees will not pursue any extra wage claims, whether award or overaward;
- The employees will not seek any changes to conditions of employment;
- This agreement will cover all matters or claims regarding the employment of the employees.



Handwritten initials

SIGNED for and on behalf of Brambles
Industrial Services, PCI Plant

)

[Handwritten signature]

SIGNED for and on behalf of the
Electrical Trade Union

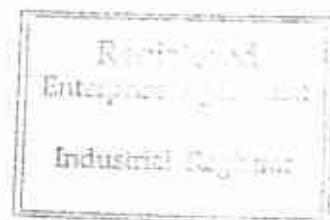
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[Handwritten signature]

SIGNED for and on behalf of Automotive,
Food, Metals, Engineering, Printing and
Kindred Industries Union

)

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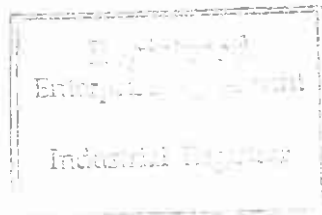
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Attachment 1:

PCI Controllers Bonus System

KPI's	Key Value	Payment
Cost Saving Initiatives	Minimum \$30,000 per year	< \$30,000 = -20% of total available pool
Aim LTI's	0	1 LTI = -8% of total available pool
Number of Safety Audits	18 per Month	Any shortfall = -6% of total available pool
Serious Safety Incidents	0	Each Incident = -8% of total available pool
Serious Environmental Incidents	0	Each Incident = -8% of total available pool
Delivery Performance No. 5 BF	>98% of Required Delivery Performance	<98% = -25% of total available pool
Delivery Performance No. 6 BF	>98% of Required Delivery Performance	<98% = -25% of total available pool

Maximum Pool Available = 10% of Base Salary



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BASE SALARY SCHEDULE

CURRENT@ 1/3/02	ON CERTIFICATION	FIRST PAY PERIOD AFTER 1/7/03	FIRST PAY PERIOD AFTER 1/7/04
\$75,000.00	\$81,902.00	\$85,587.59	\$89,439.03



Attachment 3

Brambles PCI Plant Shift Roster

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
A Crew	N					D	D	D	N	N						D	D	N	N										
B Crew				D	D	N	N	N					D	D	D	N	N												
C Crew		D	D	N	N						D	D	N	N															
D Crew	D	N	N						D	D	N	N						D	D	N	N								

D	Day Shift
N	Night Shift



Attachment 4

Production Operators – PCI Plant

This attachment applies to the Australian Workers Union – NSW Branch and its members employed by the company or employees who are eligible to be members employed by the company working as production operators at the PCI Plant.

Where the agreement reads controller this also means production operators with the exception of:

Clause 13: The rate for the on call allowance
 Attachment 1: Bonus System
 Attachment 2: Base Salary

The following shall replace these clauses for production operators.

1. Bonus System

PCI Operators Bonus System

KPI's	Key value	Payment
Cost saving initiatives	Minimum \$30,000 per year	< \$30,000 = - 20% of total available pool
Aim LTI's	0	1 LTI = -8% of total available pool
Number of Safety Audits	8 per Month	Any shortfall = -6% of total available pool
Serious safety incidents	0	Each incident = - 8% of total available pool
Serious environmental incidents	0	Each incident = - 8% of total available pool
Delivery performance No. 5 BF	> 98% of Required Delivery Performance	< 98% = -25% of total available pool
Delivery performance No. 6 BF	> 98% of Required Delivery Performance	< 98% = -25% of total available pool

Maximum Pool available = 10% of base salary

2. Base Salary

	01/07/02	FIRST PAY PERIOD AFTER 1/7/03	FIRST PAY PERIOD AFTER 1/7/04
PCI Operator	\$58,960.34	\$ 62,613.56	\$64,386.17



3. Operating Allowance (On Call Allowance)

In addition to the base salary an operating allowance of \$ 3,580.58 p.a. shall be paid for the first year of this Agreement.

This operating allowance is paid on the basis of employees guaranteeing one person to be on call at all times to provide coverage of all callouts and coverage of sick leave and short-term absences including emergency leave up to 5 days in one continuous period. Arrangement for such rostering will be left to employees.

No additional payments are to be claimed for callouts unless hours worked are in excess of the hours specified in the safety net provision specified in Section 10. In the event that the callout hours are in excess of the safety net provision, a minimum of four hours at the overtime rate shall be paid for each callout.

4. Signatures

SIGNED for and on behalf of Brambles
Industrial Services, PCI Plant)



Dated

5 July 2002

SIGNED for and on behalf of the
Australian Workers Union)



Dated

~~4-7-02~~ 4-7-02

