

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/94

TITLE: Brambles Industrial Services-Maintenance Trades-Port Kembla Agreement 1997

I.R.C. NO: 98/916

DATE APPROVED/COMMENCEMENT: Approved 1 April 1998 and commenced from the first full pay period after 17 October 1997

TERM: Expires 17 October 1999

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 14



COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees otherwise engaged under the Metal and Engineering Industry (New South Wales) Interim Award engaged at Port Kembla with respect to workshop operations.

PARTIES: Brambles Australia Limited t/as Brambles Industrial Services (Port Kembla) -&- The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch

BRAMBLES INDUSTRIAL SERVICES - Port Kembla

AFMEU - ENTERPRISE BARGAINING

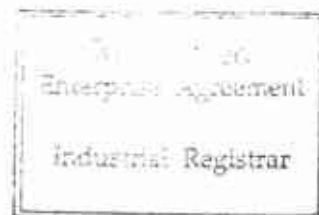


1.0 TITLE

The Agreement shall be referred to as the Brambles Industrial Services - Maintenance Trades - Port Kembla Agreement 1997.

2.0 ARRANGEMENT

<u>Subject</u>	<u>Clause No</u>
Title	1.0
Arrangement	2.0
Parties Bound	3.0
Intention	4.0
Application and Incidence	5.0
Duration of Agreement	6.0
Multi-Skilling	7.0
Career Path	8.0
Payment of Wages	9.0
Appointment, Transfer, Promotion	10.0
Dispute Avoidance Procedure	11.0
Traineeship	12.0
Hours of Work	13.0
Rostered Days Off	14.0
Casuals	15.0
Safety Performance	16.0
Workshop Consumables	17.0
Production Flexibility	18.0
Code of Behaviour	19.0
Commitment to Quality Assurance	20.0
Medicals	21.0
Licence Inspections	22.0
Not to be Used as a Precedent	23.0
No Extra Claims	24.0
Rates of Pay	25.0
Duress	26.0
Review and Renegotiation	27.0



3.0 PARTIES BOUND

This agreement shall be binding upon:

- a) Brambles Australia Limited trading as Brambles Industrial Services (Port Kembla) hereinafter referred to as "the company".
- b) The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales (the Union), its officers and members employed by the company.

4.0 INTENTION

- i) The purpose of this Agreement is to regulate partially the terms and conditions of employment of Brambles Industrial Services, Port Kembla employees previously regulated by the Metals & Engineering (NSW) Interim Award subsequently known as the Award;
- ii) It is the intention of the parties to use a co-operative approach in any matter that affects employees and Brambles Industrial Services, Port Kembla jointly. This also applies to the formation of policy, procedures and also to any breakdowns in harmonious employee relations;
- iii) The employees covered by this agreement are committed to actively pursuing the company's quality objectives and ensuring a safe work place by following the OH&S policies and procedures.

5.0 APPLICATION AND INCIDENCE OF AGREEMENT

- a) The industry and callings covered by this agreement are those generally referred to as mechanical repairs;
- b) The general terms and conditions of employment of persons covered by the agreement shall be those prescribed by the Metal and Engineering Industry (NSW) Interim Award;
- c) Provided that the terms of this agreement shall apply to the extent of any inconsistency with the provision of the aforementioned awards.

6.0 DURATION OF AGREEMENT

This agreement shall come into operation from the first full pay period after 17 October 1997 and remain in force until the 17 October 1999.

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7.0 MULTI-SKILLING

It is the intention at Brambles Industrial Services Port Kembla that all employees be given the opportunity to achieve their full potential and enrich their working life by acquiring a wide range of skills relevant to this branch.

- i) Union member employees will carry out work they may not normally perform and which may be covered by other unions who cover employees on site on a short-term basis to satisfy customer requirements and/or overcome other short-term operational problems, provided they have the required skills.

Non-Union member employees may carry out work normally performed by union members on a short-term basis to satisfy customer requirements and/or overcome other short-term operational problems, provided they have the required skills;

- ii) Employees will have the ability, through company provided training, to develop and extend their skills without restriction due to union membership;
- iii) Employees would be paid their normal pay rate while filling a short-term vacancy, unless the position they are filling has a higher rate, in which case they will get that rate;

8.0 CAREER PATH

As well as the increases included in this agreement, employees have the opportunity of further career advancement as per the Skills Classification Structure included in the Award (Appendix II). During the life of this agreement people will be placed into the correct classification after a thorough skills audit.

9.0 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.

To ensure payments are deposited, the company will request Financial Institutions concerned to verify by facsimile to the company that the employees' money has been deposited to their accounts.

Monies will be deposited with Financial Institutions so as to be available by 2.00pm on the pay day. In the event of money not being available by 2.00pm, a cash advancement shall be available of 50% of the wage, so as not to cause hardship.

10.0 APPOINTMENT, TRANSFER AND PROMOTION

- i) 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;
- ii) Where two candidates are considered of equal merit, then other relevant criteria would be considered;
- iii) If employees or potential employees are given a practical test in assessing their merit, then they may have a ~~union representative~~ observe this test if they wish.

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11.0 DISPUTE AVOIDANCE PROCEDURE

The objectives of the procedure shall be to promote the resolution of disputes by measures based on consultation, co-operation and discussion; to reduce the level of industrial confrontation; and to avoid interruption to the performance of work and the consequential loss of production and wages.

11.1 *Dispute Avoidance*

- i) Supervisors will have regular meetings with employees in their section to discuss any issues either side wishes to raise, to provide feedback on section performance and review quality initiatives;
- ii) Profit/Cost Centre Managers and Area Manager will attend when requested or more frequently if required;
- iii) These meetings will normally be held just before or just after a shift and all employees would be expected to attend and would be paid at single time for the first hour of the meeting and the applicable overtime rate for time in excess of one hour;
- iv) Minutes would be kept of each meeting and posted on notice boards. Issues to be acted on would be followed up at the next meeting, if applicable;
- v) Attendance and participation by union officials at any of these meetings would be at their discretion.

11.2 *Dispute Settlement*

- (i) Any dispute not avoided through the preceding ~~procedures~~ would be dealt with in the following manner:
- (a) An individual employee with a grievance shall first raise the matter with his/her supervisor. The supervisor will make every effort to respond within 24 hours;
 - (b) In the event of an industrial dispute, the representative of the Union on the job and the relevant Supervisor shall attempt to resolve the matters in issue in the first place;
 - (c) In the event of failure to resolve the dispute at job level, the matter shall be the subject of discussions between an organiser of the Union and the relevant manager;
 - (d) Should the dispute still remain unsolved, the applicable Union representative will confer with the Area Manager;
 - (e) In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Commission of New South Wales for resolution;
- (ii) In order to allow for the peaceful resolution of disputes, the parties are committed to no stoppages of work, lock-outs, or any other bans or limitations on the performance of work while the procedures of negotiation and conciliation set out herein are being followed.

11.3 *Understanding Procedure*

The company and the union will undertake a joint education process to ensure all employees understand the above procedures.

12.0 **TRAINEESHIP**

The development of traineeships is seen to be of value by all parties bound by this agreement, and two types of traineeships would be introduced.

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Trainees would follow a

12.1 *Equipment Operator Trainee*

This would be a three year traineeship. This would be a structured training program involving both in-house and external training courses. At the end of the three years, the trainee would have skills in driving trucks and operating plant and would go into a permanent position, if any are available, where his skills can be most utilised.

12.2 *Management Trainee*

This would be a six year traineeship and these trainees would complete a Bachelor of Business Course part-time. These trainees would do all the same things as the Equipment Operator Trainee for the first three years, and would spend the final three in supervisory type roles. At the end of six years, the trainee would go into a supervisory position if any are available.

The trainees would be involved in all aspects of work in our Branch and would not be expected to be a union member during their traineeships.

The pay rate applicable would be as follows:-

Trainees employed under the terms and conditions of this clause receive weekly rates of pay calculated by using the prescribed percentages of the appropriate Award rate and further adjusting by multiplying by a factor of 0.75 in order to spread weekly payment over the duration of the traineeship as per the following table:-

At 20 years of age	90% of appropriate award rate x 0.75
At 19 years of age	80% of appropriate award rate x 0.75
At 18 years of age	75% of appropriate award rate x 0.75
At 17 years of age	70% of appropriate award rate x 0.75

12.3 *Workshop Trainees*

Trainees recruited specifically for the workshop area will be covered by the terms and conditions for Traineeship as per the Metal & Engineering Industry (Traineeship Provisions) State Award which was ratified before the Industrial Relations Commission of NSW on the 25 August 1993.

The permanent employment of trainees will commence at the date of recruitment, and their period of service will rank equally with all other employees.

13.0 HOURS OF WORK

Notwithstanding the spread of ordinary hours as expressed in Clause 13 - Metal and Engineering Industry (NSW) Interim Award, the employer and the employee may agree to alternative starting and/or finishing times for ordinary hours outside of this spread. An individual agreement may be made between any employee and the company without duress to either party.

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14.0 ROSTERED DAYS OFF

1. It is agreed that rostered days off (RDO) may be accrued up to a maximum of 40 hours.
2. It is agreed that RDO's will be taken in accordance with the roster. It is agreed that the roster day will be Friday, and the roster will be arranged to ensure adequate manning in each job classification. The roster will be prepared six months in advance.
3. Should the company request, and by agreed arrangement, that an employee defers taking an RDO, the deferred RDO will be taken at a later day agreed between the employee and his/her supervisor.
4. It is agreed that employees will give the company a minimum of 48 hours notice before taking an accrued RDO.
5. Should an employee give the 48 hours required notice to change an RDO, and circumstances arise which warrant the employee to work on that day, then the employee, by agreement, would be deemed to have accrued that RDO as in Clause 14.1.

15.0 USE OF CONTRACTORS AND CASUALS

It is agreed between the parties that prior to the use of contractors/casuals, consultation will take place with the delegates and/or employees and will cover the nature of the job, expected duration, expected number of casuals/contractors to be on site and when the job is needed. The delegate will not unreasonably withhold approval.

If agreement cannot be reached, then the dispute settling procedure of this agreement will be followed.

The use of contractors/casuals will be for:

1. To meet peak/cyclic/intermittent work loads;

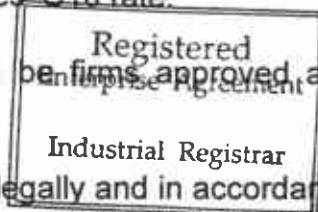
2. Where existing Brambles' employees are unable to perform the work due to time or expertise;
3. To cover long-term absences such as compensation, long service leave, and any extended leave which will be agreed to at the Consultative Committee.

Contractors/casuals will not be used to undermine the security of employment of current employees.

Casual employees will be paid 15% over the Brambles' C10 rate.

Where labour hire companies are used, they shall be firms approved and recognised by the union.

All work performed by the contractors must be done legally and in accordance with the appropriate awards and as stipulated by Brambles Industrial Services.



In the event of a contractor/casual being used in the case where Brambles' employees do not have the appropriate skills, then the consultative committee will address this area to see whether or not Brambles' employees could be trained to have the additional skills required.

16.0 SAFETY PERFORMANCE

A dedicated and ongoing commitment is required by all workshop staff in working safely, and striving towards a continued and genuine reduction in company targets for reduced LTI's.

Employees must also support and assist in maintaining the company's OH&S initiatives in achieving same.

17.0 WORKSHOP CONSUMABLES

A continued commitment is required from all workshop staff in reducing current levels and costs of workshop consumables.

18.0 PRODUCTION FLEXIBILITY

To continue working into, or through, rest breaks and/or meal breaks, when vehicles or equipment are required to satisfy customer needs.

To work reasonable amounts of overtime, as the company deems necessary.

19.0 CODE OF BEHAVIOUR

1. Employees covered by this agreement will work in a professional manner with consideration given to the well-being of others and the needs of the organisation. Every employee will be fair, safe and honest in all their dealings.
2. Any person who operates outside this code will be counselled by their supervisor. Continued non-compliance with this Code of Behaviour will invoke action under the Disciplinary Procedure.

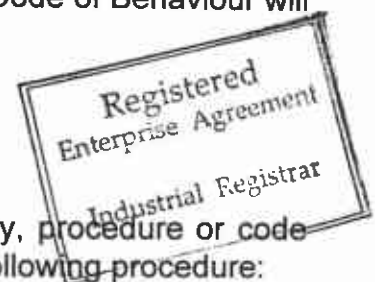
Disciplinary Procedure

Any employee who wilfully violates any Brambles' policy, procedure or code of behaviour will face disciplinary action, subject to the following procedure:

1. In the first instance, a non-compliance will be investigated and dealt with by the employee's immediate supervisor. This will involve a full investigation of the circumstance leading to the non-compliance and give the employee involved the opportunity to present any information relevant to the incident. The immediate supervisor may utilise the appropriate counselling or remedial services available under the Brambles' Employee Assistance program. The investigation process will be documented and if the non-compliance is proven and is not of such a serious nature it warrants action under 4 or 5, then a written warning will be given to the employee, and a copy placed on the employee's file and his/her nominated union official will be notified.

If no further non-compliance occurs within 6 months of the date of the first written warning then this warning will be disregarded so far as further discipline is concerned.

2. In the second instance, the investigation of the non-compliance will involve the employee's immediate supervisor, union representative and the Manager of the area. If the non-compliance is established and again it is not of such a serious nature it warrants action under 4 or 5, then a second written warning will be given to the employee, a copy placed on the employee's file and his nominated union official notified. The employee will be placed on an agreed review process involving review dates, established performance milestones and improvement procedures.



If no further non-compliance occurs within 12 months of the date of the second written warning, then this warning will be disregarded so far as further discipline is concerned. If a further non-compliance occurs after 12 months, the procedure should be repeated from Step 1, except where the offence is the same as the previous one in which case the procedure should commence at Step 2.

3. In the third instance involving the employee, immediate supervisor, manager and union representative, termination of employment will occur if the improvement milestones are not met or further non-compliance occurs.
4. If the non-conformance is proved to be of such a serious nature, eg, serious accident involving equipment or others, serious customer complaints, serious neglect of duties, etc, where it falls just short of requiring summary dismissal, then the company may elect to suspend the employee without pay for one week, as well as giving a written reprimand and final warning.

Summary Dismissal

- (a) If an employee is guilty of conduct or behaviour which warrants summary dismissal, the company shall not be required to either give notice or to make a payment in lieu thereof.

Without limiting the company's rights in this regard, examples of an act or behaviour which warrants summary dismissal may be the commission of a criminal act against the company, its employees, contractors or clients, refusal of duty or malingering,

- (b) If an employee becomes subject to the provision of this clause, he/she is to be suspended on pay immediately. Upon suspension occurring, the Supervisor or Profit Centre Manager shall immediately contact the Area Manager who will conduct an inquiry with the union delegate and the local union official. The Industrial Relations Manager will be informed of the situation. If the conduct or behaviour is confirmed to the Area Manager's satisfaction, then the employee shall be terminated forthwith. However, if the matter is not resolved, it shall be referred back to the Disputes Settling Procedure. Payment will continue for no more than one week. At all times, facts will be used as the basis for settling the matter.

20.0 COMMITMENT TO QUALITY ASSURANCE

A willingness by all workshop employees to assist in whatever is necessary to uphold the company's commitment to its Quality Assurance initiatives.

21.0 MEDICALS

All workshop employees are to participate in periodic medicals, as required by the company.

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

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 employee concerned and a union representative.

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

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22.0 LICENCE INSPECTIONS

All workshop staff are required to produce their driver's licence upon request by the company, for inspections and recording of details.

23.0 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 enterprise.

24.0 NO EXTRA CLAIMS

The parties to the Agreement will not make claims for improvements in wages and conditions except where consistent with the processes identified in the Agreement.

Any wage adjustments defined in accordance with future National or State Wage Decisions which may be convened during the lift of this agreement will be absorbed into any increases paid or allowable under this agreement.

Provided that where a National or State Wage Case results in rates of pay in the Award exceeding the wage rates in this agreement, it is agreed that the higher wage outcome shall apply. There shall be no double counting in respect to wages.

25.0 RATES OF PAY

All employees covered by this agreement will receive increases in their current weekly rate of pay as indicated in the following table:

	17/10/97	17/10/98
Safety Performance		
Reduction in Consumables		
Flexible Work Practises		
Commitment to Quality Assurance		
Medicals		
Licence Inspections	5%	5%

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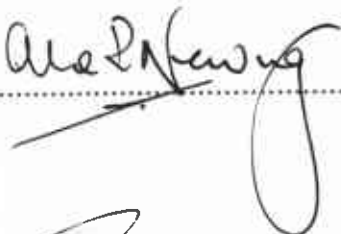
26.0 DURESS

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

27.0 REVIEW AND RENEGOTIATION

The parties shall review the performance of this enterprise agreement on a six (6) monthly basis and will commence negotiations on a new agreement after eighteen (18) months.

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


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SIGNED for and on behalf of the Automotive, Food, Metals & Engineering Union)


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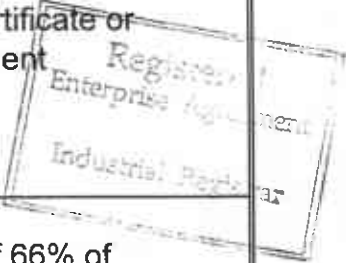
BRAMBLES INDUSTRIAL SERVICES – MAINTENANCE TRADES – PORT KEMBLA AGREEMENT 1997

Appendix I – Weekly Rates Of Pay Applicable Under This Agreement

BIS Payroll Pay Class	Wage Level	Classification	Existing Rate pw	Rate 17/10/97 +5% pw	Rate 17/10/98 +5% pw
101	Apprentice	1 st Year	167.66	176.04	184.85
102	Apprentice	2 nd Year	219.66	230.65	242.18
103	Apprentice	Mechanic – 3 rd Year	299.48	314.46	330.18
104	Apprentice	Mechanic – 4 th Year	351.53	369.11	387.57
105	11	Greaser	474.09	497.79	522.68
106	10	Mechanic	534.40	561.12	589.18
107	10	Mechanic – Leading Hand	539.44	566.41	594.73
108	9	Mechanic – Post Trade	556.80	584.64	613.87
109	10	Mechanic/Fitter	522.40	548.52	575.95
110	10	Boilermaker – Leading Hand I	544.79	572.02	600.63
112	10	Boilermaker	547.47	574.84	603.59
115	10	Boilermaker	538.15	565.06	593.31
140	10	Skilled Tradesperson I	581.93	611.02	641.58
141	10	Tradesperson – Leading Hand	600.90	630.95	662.49
143	10	Skill – Boilermaker	599.47	629.44	660.92
144	10	Skill – Leading Hand Fitter/Mechanic	629.91	661.40	694.47
145	9	Skill Tradesperson II	606.87	637.22	669.08
146	9	Boilermaker Leading Hand II	622.50	653.63	686.31

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APPENDIX II

Wage Group	Classification Title	Minimum Training Requirement
C7	Engineering Technician - Level III Engineering Tradesperson - Special Class Level II	Post-trade certificate or formal equivalent 
C8	Engineering Technician - Level II Engineering Tradesperson - Special Class Level I	Completion of 66% of qualification for C7
C9	Engineering Technician - Level I Engineering Tradesperson - Level II	Completion of 33% of qualification for C7
C10	Engineering Tradesperson - Level I Production System Employee	Trade certificate or production/engineering Certificate III
C11	Engineering/Production Employee - Level IV	Production/Engineering Certificate II
C 12	Engineering/Production Employee - Level III	Production/Engineering Certificate I
C13	Engineering/Production Employee - Level II	In-house training
C14	Engineering/Production Employee - Level I	Up to 38 hours induction training