

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: 97/43

I.R.C. NO: 97/337

DATE APPROVED/COMMENCEMENT: 12 February 1997

TERM: 3 years

**NEW AGREEMENT OR
VARIATION: Replaces EA 473/94**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 19

TITLE: Brambles Industrial Services Newcastle Workshops Agreement 1996. Part A - Carrington Workshop. Part B - BHP Workshop

COVERAGE/DESCRIPTION OF

EMPLOYEES: All employees within scope of the Metal and Engineering Industry (New South Wales) Interim Award.

PARTIES: Brambles Australia Limited trading as Brambles Industrial Services & Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch.

BRAMBLES INDUSTRIAL SERVICES
NEWCASTLE WORKSHOPS AGREEMENT 1996



PART A - CARRINGTON WORKSHOP

PART B - BHP WORKSHOP

PART A

**BRAMBLES INDUSTRIAL SERVICES
NEWCASTLE**



CARRINGTON WORKSHOP AGREEMENT

AMWU - ENTERPRISE BARGAINING AGREEMENT

DATED: 29 October 1996

BRAMBLES INDUSTRIAL SERVICES - NEWCASTLE

CARRINGTON WORKSHOP AGREEMENT 1996

1.0 TITLE

The Agreement shall be referred to as the Brambles Industrial Services Carrington Workshop Agreement 1996.

2.0 ARRANGEMENT

Subject

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Rates of Pay	21.0
New Employee Probationary Period	22.0
Duress	23.0
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3.0 PARTIES BOUND

This Agreement shall be binding upon:

- a) Brambles Australia Limited trading as Brambles Industrial Services (Newcastle) (hereinafter referred to as "the company").
- b) The Australian Manufacturing Workers' Union (AMWU), its officers and members employed by the company. (The AMWU is Registered as A.F.M.E.P.K.I.U.)
- c) Employees of the Company engaged under the terms of the Metal and Engineering Industry (NSW) Interim Award.

4.0 INTENTION

- i) The purpose of this Agreement is to regulate partially the terms and conditions of employment of Brambles Industrial Services, Newcastle 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, Newcastle, jointly. This also applies to the formation of policy, procedures and also to any breakdowns in harmonious employee relations.
- iii) This Agreement will cover Workshop employees comprising of Tradespersons, Trades Assistants, Apprentices and Store Clerks.

5.0 APPLICATION AND INCIDENCE OF AGREEMENT

- i) The industry and callings covered by this Agreement are those generally referred to as mechanical repairs.
- ii) The general terms and conditions of employment of persons covered by the Agreement shall be those prescribed in the Metal and Engineering Industry (NSW) Interim Award.
- iii) Provided that the terms of this Agreement shall apply to the extent of any inconsistency with the provisions of the aforementioned awards.

6.0 DURATION OF AGREEMENT

This Agreement shall come into operation from the date of registration and shall operate for a period of thirty six (36) months thereafter.

7.0 MULTI-SKILLING plus CLASSIFICATION STRUCTURE

It is the intention at Brambles Industrial Services, Newcastle 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.

A committee with representatives from management and the AMWU, will be formed with the purpose of developing a skills classification structure for this branch. This committee will conduct a skills analysis and develop a classification structure designed to provide a career path in the branch. Such a structure should encompass the philosophy of multi-skilling and where possible all training will be of a nationally accredited nature to allow for portability of skills.

The parties agree to implement National Metal and Engineering Competency Standards (NMECS). The purpose of NMECS is to enhance the classification structure underpinned by the present award. The minimum training requirements in the award will apply to this agreement.

It is agreed by the parties prior to the implementation of the said standards, a one day education session is essential for correct understanding, application and implementation of NMECS. The NMECS implementation Guide (June 1996), will form an appendix to this agreement for the purposes of rates and implementation.

Delivery of a one day education session will be supplied by an agreed provider. The course outline will cover the five steps in the implementation guide, the values of proper career path training, job re-design and multi-skilling as well as the technical application of standards. AMWU officials will make themselves available for the implementation of NMECS at the invitation of AMWU members or the company.

- i) Employees who are AMWU members will carry out work they may not normally perform and which may be covered by other unions who cover Brambles 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.

Brambles employees on site who are members of another union may carry out work normally performed by AMWU members on a short-term basis to satisfy customer requirements and/or overcome other short-term operational problems, provided they have the required skills. For example, drivers who are TWU members on-site may carry out minor repairs to vehicles as required by their award.

- 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.
- iv) All mechanical trades people covered by this Agreement would as a minimum have competence in the following tasks:-
 - Basic welding both electrical and gas.
 - Basic Fitting.
 - Basic spraying and minor panel work.
 - Steam cleaning.
 - Greasing, lubrication and refuelling.
 - Basic electrical work.
 - Basic hydraulic work.
 - General trouble shooting.
 - Complete detailed time sheets.

These minimum competencies as well as those spelt out in the award are required to qualify for the base trade rate in this agreement. A similar agreed list of base competencies will be developed for other trades employed if required.

8.0 PAYMENT OF WAGES

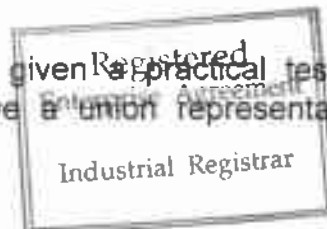
Wages shall be paid weekly by means of Electronic Funds Transfer to an approved Financial Institution and account nominated by the employee.

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.

9.0 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 skill, qualifications and overall best fit for the position.
- ii) Where two candidates are considered of equal merit, then other relevant criteria would be considered.
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10.0 DISPUTE AVOIDANCE PROCEDURE

The objectives of the procedure shall be to promote 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.

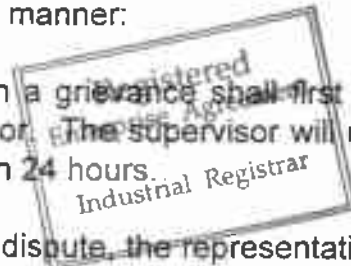
10.1 Dispute Avoidance

- i) Supervisors will have a regular meeting 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) The Maintenance Manager will have a quarterly meeting with his employees to discuss any issues. The Maintenance Manager is to provide feedback on cost centre performance, future directions and other relevant issues.
- iii) The Regional Manager will have yearly meetings with all employees, either as a mass meeting or in separate work groups, to discuss any branch issues and provide feedback on branch performance and future branch issues.
- iv) 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 meeting.

- v) Minutes would be kept of each meeting and posted on noticeboards. Issues to be acted on would be followed up at the next meeting, if applicable.
- vi) Attendance and participation by union officials at any of these meetings would be at their discretion.

10.2 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 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 Regional Manager.
 - e) In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Relations 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.
- iii) The employer shall ensure that all practices applied during the operation of the procedures are in accordance with safe working practices and consistent with established custom and practice at the workplace.



10.3 Understanding Procedure

The Company and the Union will undertake a joint education process to ensure all employees understand the above procedures in company time.

11.0 ROSTERED DAYS OFF

1. It is agreed that rostered days off (RDO) may be accrued up to a maximum of 5 days.
2. 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 supervisor.
3. It is agreed that employees will give the company a minimum of 48 hours notice before taking an accrued RDO.
4. Should an employee give the 48 hour 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 accrue that RDO as in clause 11.1.

12.0 PERFORMANCE INDICATORS

The parties are committed to the aims of Enterprise Bargaining and will work together to improve the efficiency of the enterprise. The following performance indicators will be monitored by the consultative committee on a monthly basis to ensure improvements occur:

- 12.1 Improve the safety performance of all workshops and workshop employees.

How measured:

- Number of reported incidents
- Lost time injury rate
- Duration Rate
- Reporting/correction of potential and existing hazards.

Base measure:

Following statistics for previous 12 months.

October 1995 to September 1996	
Lost Time Injuries	22
Days Lost	130
Total Hours Worked	546765
Lost Time Injury Rate	40.24
Duration Rate	5.9

12.2 Benchmarking of performance and work to improve

i) **Work Organisation**

- Respect and ownership of company assets, vehicles, tools etc.
- Improvement in fleet availability and reliability.
- Overall housekeeping improvements.

ii) **Management Systems/Procedures**

- Total adherence to company procedures/policies (including documentation).
- Customer satisfaction feedback.
- Commitment to proactive maintenance.

iii) **Environment**

- Development and adherence to correct handling of waste products.
- Rectification of spills and contamination.

12.3 Absenteeism

How measured:

- Single day absences
- Absence before and after weekends, RDO or other leave
- Base measure would be statistics for the last 12 months

12.4 Employee Training

How measured:

- Training courses attended

12.5 Tool Losses

How measured:

- Cost of tool replacement purchases
- Base measure would be statistics for the last 12 months

12.6 Reworks

How measured:

- Number of reworks
- Base measure would be statistics for the next six months

12.7 Customer Complaints (N.C.R.'s)

How measured:

- Number of NCR received
- Base measure would be statistics for the next 6 months



13.0 CODE OF BEHAVIOUR

- 13.1 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. The company shall issue policies and procedures relative to the code of behaviour required.
- 13.2 Any person who operates outside this code will invoke action under the Disciplinary Procedure.

13.3 Disciplinary Procedure

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

13.3.1 In the first instance, where a non-compliance occurs which is not of such a serious nature that it warrants action under 13.3.6 or 13.3.7 then a verbal warning will be given to the employee. No record will appear on an employees' file at this point, but the supervisor will make a diary note.

13.3.2 In the second 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 programme. The investigation process will be documented and if the non-compliance is proven and is not of such a serious nature that it warrants action under 13.3.6 or 13.3.7, 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 12 months of the date of the first written warning, then this warning will be disregarded so far as further discipline is concerned.

13.3.3

In the third 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 programme. The investigation process will be documented and if the non-compliance is proven and is not of such a serious nature that it warrants action under 13.3.6 or 13.3.7, then a second written warning will be given to the employee and a copy placed on the employee's file and his nominated union official will be notified.

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 13.3.2.

13.3.4

In the fourth 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 that it warrants action under 13.3.6 or 13.3.7, then a third and final written warning will be given to the employee, a copy placed on the employee's file and his/her 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 third 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 13.3.3.

13.3.5

If the improvement milestones are not met or further non-compliance occurs then termination of employment will occur.

13.3.6 If the non-compliance is proved to be of such a serious nature, e.g. 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 will seriously rebuke the employee, as well as giving a written reprimand and final warning.

13.3.7 **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, serious or wilful misconduct, conduct which places a contract in jeopardy, serious and wilful breaches of the company's safety policy and/or the provisions of the Occupational Health and Safety Legislation, fighting, the taking of alcohol or a prohibited substance while on duty, vandalism or theft.

- b) If an employee becomes subject to the provisions 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 Regional 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 Regional Manager's satisfaction, then the employee shall be terminated forthwith.

14.0 MEETINGS AND TRAINING

Where employees are required by the company to attend Occupational Health & Safety Meetings outside normal working hours they will be paid at single time only.

Employees attending agreed training courses out of normal working hours will receive no payment of wages for the first sixteen hours completed each year. All subsequent time attending such courses will be paid at single time only.

The company agrees to 8 days in total per year for employees to attend agreed industrial relations training courses. (e.g. 2 delegates for 4 days or 8 delegates for 1 day).

15.0 WORKCLOTHES

The existing overall rental service will cease. Each employee will receive an initial issue of 7 overalls (or equivalent) which will be replaced when worn out. It will be each employees responsibility to deposit dirty overalls and collect clean overalls from the designated location. It will also be each employees responsibility to ensure minor repairs to workclothes are completed when necessary and in their own time.

If a more cost effective system is developed then the consultative process will be used to introduce this system.

16.0 TOOLS

- a) Tradespersons will supply and maintain tools ordinarily required in the performance of their work. They will have a range of tools of a type and quality necessary for them to perform their work effectively and efficiently.
- b) Tradespersons will take proper care of additional tools and equipment supplied by the employer and will immediately notify their supervisor of any breakages or losses.



17.0 QUALITY SYSTEM

Employees will work within the established Quality System and will actively assist in continual improvement of the service provided.

18.0 INFORMATION SYSTEM

When requested by the company, employees will make use of the information system to update and source information required as part of their normal work tasks.

Examples of activities to be carried out:

- Check vehicle history
- Raise work order
- Record work performed
- Determine part numbers
- Book out inventory
- Create Purchase Orders
- Update service status
- Update engine hours
- Enter maintenance requests

19.0 NOT TO BE USED AS PRECEDENT

This agreement shall not be used in any matter whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.



20.0 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 during the life of this Agreement defined in accordance with National or State Wage Decisions will be absorbed into any increases paid or allowable under this Agreement.

21.0 RATES OF PAY

There will be an initial increase of 6% upon acceptance of this agreement with five further increases of 2% each, 6 months apart. These increases are based on the current EBA rate of \$550.00 per week (See Appendix 1).

These increases are dependent upon the acceptance and registration of the parallel agreement to this agreement; that being the Brambles Industrial Services - BHP Workshop Agreement 1996.

The rates include all above award payments and is inclusive of the safety net payments.

These rates will cover all special rates such as wet money, dirt money, confined space money and site allowance.

In reference to Item 7.0, a skill level payment system will be developed for staff who successfully complete accredited training.

The parties accept at this point an anomaly exists for pay rates for C IO base qualified tradepersons. It is agreed that by the second percentage wage increase that all C IO qualified base tradepersons shall be on the same rate.

22.0 NEW EMPLOYEE PROBATIONARY PERIOD

Any new trades person employee will undertake a three (3) month probationary period. This probationary period will not apply to trades assistants.

23.0 DURESS

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



24.0 NEGOTIATION OF NEW AGREEMENTS

The parties agree to commence negotiations for the next Enterprise Agreement six months prior to the expiration of this agreement.

25.0 RELIEF CLAUSE

The parties acknowledge a three year agreement is of considerable duration. In order to not lock out introduction of New Technology, Work Practices and Work Organisation during the life of this agreement, the company and the union agree to use the consultative committee to examine implementation of new processes.

Should CPI/Cost of Living exceed 5.3% within a calendar year in the life of the agreement i.e. January to December, the parties agree to inspect avenues for the balance to be addressed.

The Company and A.M.W.U. accept that both the introduction of New Technology, Work Practices and Work Organisation as well as the CPI/Cost of Living Adjustments are NOT automatic.

Insertion of the above will rely on strict consultation and agreement with Brambles Management and the A.M.W.U. through the Consultative Committee.

Should conflict arise Clause 10 Dispute Avoidance Processes as per the Carrington Workshop and BHP Agreement shall apply.



APPENDIX 1

**PART OF CLAUSE 21.0 RATES OF PAY
Brambles Industrial Services, Carrington
Staged % Wage Increases on Shop Rate**

1996			6%	
	SEPT	OCT	NOV	DEC
			\$583	



1997					2%						2%	
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
					\$594.66						\$606.55	

1998					2%						2%	
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
					\$618.68						\$631.05	

1999					2%
	JAN	FEB	MAR	APR	MAY
					\$643.67

TOTAL = 16% over 36 months, bringing AMWU members, prior to new EBA from \$550.00 to \$643.67

NOTE: Pay rates shown above reflect C10 Tradesperson's rate. Trades Assistants, Apprentices and Stores Clerks will be paid on same principle.

PART B

**BRAMBLES INDUSTRIAL SERVICES
NEWCASTLE**

BHP WORKSHOP AGREEMENT 1996



AMWU - ENTERPRISE BARGAINING AGREEMENT

DATED: 29 October 1996

BRAMBLES INDUSTRIAL SERVICES - NEWCASTLE

BHP WORKSHOP AGREEMENT 1996

1.0 TITLE

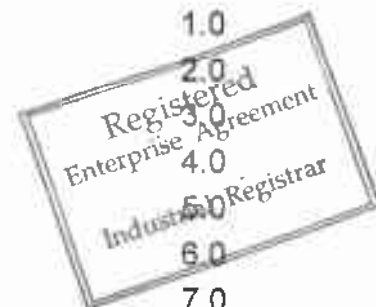
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- iii) This Agreement will cover Workshop employees comprising of Tradespersons, Trades Assistants, Apprentices and Store Clerks.

5.0 APPLICATION AND INCIDENCE OF AGREEMENT

The employees of the Company covered by this Agreement are those engaged under the terms of the Metal and Engineering Industry (NSW) Interim Award at the BHP Newcastle Steelworks.

- i) The industry and callings covered by this Agreement are those generally referred to as mechanical repairs.
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 - a) An individual employee with a grievance shall first raise the matter with his 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 Regional Manager.
 - e) In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Relations 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.
- iii) Where a claim, issue or dispute relates to a safety matter the above procedure will be followed. However, where an Occupational Health and Safety Committee exists, the committee or a member of the committee may be involved in assisting the settlement of the matter. Upon advice that a safety dispute exists, the supervisor will take immediate corrective action to allow work to continue without risk to health and safety.

Nothing in this procedure changes the rights and obligations employees and employers have under the N.S.W. Occupational Health and Safety Act 1983.

- iv) If the dispute resolution procedures fail to settle a claim, issue or dispute and industrial action is intended which will interrupt or delay BHP Long Products Division operations, then no such industrial action will occur until the expiry of 10 days from the time a written notice of such intended action has been given to the Company by the relevant union official.
- v) When Brambles' employees are working within the boundaries of BHP Long Products Division operations and the BHP employees enter upon direct industrial action, Brambles' employees will continue to work normally where:
 - a) The work is in the terms and specifications of a specific fixed price contract, whether described by BHP as "capital", "maintenance" or "service" work and;
 - b) Work can be continued without carrying out any work of the BHP employees on strike.
- vi) The employer shall ensure that all practices applied during the operation of the procedures are in accordance with safe working practices and consistent with established custom and practice at the workplace.

10.3 Understanding Procedure

The Company and the Union will undertake a joint education process to ensure all employees understand the above procedures in company time.

11.0 ROSTERED DAYS OFF

1. It is agreed that rostered days off (RDO) may be accrued up to a maximum of 5 days.
2. 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 supervisor.

3. It is agreed that employees will give the company a minimum of 48 hours notice before taking an accrued RDO.
4. Should an employee give the 48 hour 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 accrue that RDO as in clause 11.1.

12.0 PERFORMANCE INDICATORS

The parties are committed to the aims of Enterprise Bargaining and will work together to improve the efficiency of the enterprise. The following performance indicators will be monitored by the consultative committee on a monthly basis to ensure improvements occur:

- 12.1 Improve the safety performance of all workshops and workshop employees.

How measured:

- Number of reported incidents
- Lost time injury rate
- Duration Rate
- Reporting/correction of potential and existing hazards.

Base measure:

Following statistics for previous 12 months.

October 1995 to September 1996	
Lost Time Injuries	22
Days Lost	130
Total Hours Worked	546765
Lost Time Injury Rate	40.24
Duration Rate	5.9



12.2 Benchmarking of performance and work to improve.

i) **Work Organisation**

- Respect and ownership of company assets, vehicles, tools etc.
- Improvement in fleet availability and reliability.
- Overall housekeeping improvements.

ii) **Management Systems/Procedures**

- Total adherence to company procedures/policies (including documentation).
- Customer satisfaction feedback.
- Commitment to proactive maintenance.

iii) **Environment**

- Development and adherence to correct handling of waste products.
- Rectification of spills and contamination.



12.3 Absenteeism

How measured:

- Single day absences
- Absence before and after weekends, RDO or other leave
- Base measure would be statistics for the last 12 months

12.4 Employee Training

How measured:

- Training courses attended

12.5 Tool Losses

How measured:

- Cost of tool replacement purchases
- Base measure would be statistics for the last 12 months

12.6 Reworks

How measured:

- Number of reworks
- Base measure would be statistics for the next six months

12.7 Customer Complaints (N.C.R.'s)

How measured:

- Number of NCR received
- Base measure would be statistics for the next 6 months



13.0 CODE OF BEHAVIOUR

13.1 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. The company shall issue policies and procedures relative to the code of behaviour required.

13.2 Any person who operates outside this code will invoke action under the Disciplinary Procedure.

13.3 Disciplinary Procedure

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

13.3.1 In the first instance where a non-compliance occurs which is not of such a serious nature that it warrants

action under 13.3.6 or 13.3.7 then a verbal warning will be given to the employee. No record will appear on an employees' file at this point, but the supervisor will make a diary note.

- 13.3.2 In the second 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 programme. The investigation process will be documented and if the non-compliance is proven and is not of such a serious nature that it warrants action under 13.3.6 or 13.3.7, 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 12 months of the date of the first written warning, then this warning will be disregarded so far as further discipline is concerned.

- 13.3.3 In the third 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 programme. The investigation process will be documented and if the non-compliance is proven and is not of such a serious nature that it warrants action under 13.3.6 or 13.3.7, then a second 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 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 13.3.2 .

- 13.3.4 In the fourth 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 that it warrants action under 13.3.6 or 13.3.7, then a third and final written warning will be given to the employee, a copy placed on the employee's file and his/her 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 third 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 13.3.3.

- 13.3.5 If the improvement milestones are not met or further non-compliance occurs then termination of employment will occur.

- 13.3.6 If the non-compliance is proved to be of such a serious nature, e.g. 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 will seriously rebuke the employee, as well as giving a written reprimand and final warning.

13.3.7 **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 offence against the company, its employees, contractors or refusal of duty or malingering, serious or wilful

misconduct, conduct which places a contract in jeopardy, serious and wilful breaches of the company's safety policy and/or the provisions of the Occupational Health and Safety Legislation, fighting, the taking of alcohol or a prohibited substance while on duty, vandalism or theft.

- b) If an employee becomes subject to the provisions 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 Regional 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 Regional Manager's satisfaction, then the employee shall be terminated forthwith.

14.0 MEETINGS AND TRAINING

Where employees are required by the company to attend Occupational Health & Safety Meetings outside normal working hours they will be paid at single time only.

Employees attending agreed training courses out of normal working hours will receive no payment of wages for the first sixteen hours completed each year. All subsequent time attending such courses will be paid at single time only.

The company agrees to 8 days in total per year for employees to attend agreed industrial relations training courses. (e.g. 2 delegates for 4 days or 8 delegates for 1 day).



15.0 WORKCLOTHES

The existing overall rental service will cease. Each employee will receive an initial issue of 7 overalls (or equivalent) which will be replaced when worn out. It will be each employees responsibility to deposit dirty overalls and collect clean overalls from the designated location. It will also be each employees responsibility to ensure minor repairs to workclothes are completed when necessary and in their own time.

If a more cost effective is developed then the consultative process will be used to introduce

16.0 TOOLS

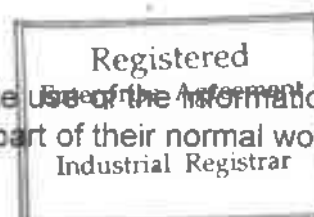
- a) Tradespersons will supply and maintain tools ordinarily required in the performance of their work. They will have a range of tools of a type and quality necessary for them to perform their work effectively and efficiently.
- b) Tradespersons will take proper care of additional tools and equipment supplied by the employer and will immediately notify their supervisor of any breakages or losses.

17.0 QUALITY SYSTEM

Employees will work within the established Quality System and will actively assist in continual improvement of the service provided.

18.0 INFORMATION SYSTEM

When requested by the company, employees will make use of the information system to update and source information required as part of their normal work tasks.



Examples of activities to be carried out:

- Check vehicle history
- Raise work order
- Record work performed
- Determine part numbers
- Book out inventory
- Create Purchase Orders
- Update service status
- Update engine hours
- Enter maintenance requests

19.0 NOT TO BE USED AS PRECEDENT

This agreement shall not be used in any matter whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

20.0 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 during the life of this Agreement defined in accordance with National or State Wage Decisions will be absorbed into any increases paid or allowable under this Agreement.

21.0 RATES OF PAY

There will be an initial increase of 6% upon acceptance of this agreement with five further increases of 2% each, 6 months apart. These increases are based on the current EBA rate of \$550.00 per week (See Appendix 1).

These increases are dependent upon the acceptance and registration of the parallel agreement to this agreement; that being the Brambles Industrial Services - Carrington Workshop Agreement 1996.

The rates include all above award payments and is inclusive of the safety net payments.

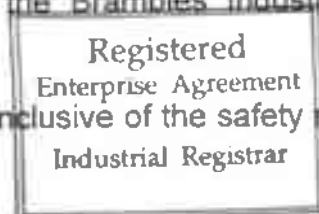
These rates will cover all special rates such as wet money, dirt money, confined space money and site allowance.

In reference to Item 7.0, a skill level payment system will be developed for staff who successfully complete accredited training.

The parties accept at this point an anomaly exists for pay rates for C IO base qualified tradepersons. It is agreed that by the second percentage wage increase that all C IO qualified base tradepersons shall be on the same rate.

22.0 NEW EMPLOYEE PROBATIONARY PERIOD

Any new trades person employee will undertake a three (3) month probationary period. This probationary period will not apply to trades assistants.



23.0 DURESS

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

24.0 NEGOTIATION OF NEW AGREEMENTS

The parties agree to commence negotiations for the next Enterprise Agreement six months prior to the expiration of this agreement.

25.0 RELIEF CLAUSE

The parties acknowledge a three year agreement is of considerable duration. In order to not lock out introduction of New Technology, Work Practices and Work Organisation during the life of this agreement, the company and the union agree to use the consultative committee to examine implementation of new processes.

Should CPI/Cost of Living exceed 5.3% within a calendar year in the life of the agreement i.e. January to December, the parties agree to inspect avenues for the balance to be addressed.



The Company and A.M.W.U. accept that both the introduction of New Technology; Work Practices and Work Organisation as well as the CPI/Cost of Living Adjustments are NOT automatic.

Insertion of the above will rely on strict consultation and agreement with Brambles Management and the A.M.W.U. through the Consultative Committee.

Should conflict arise Clause 10 Dispute Avoidance Processes as per the Carrington Workshop and BHP Agreement shall apply.

APPENDIX 1

**PART OF CLAUSE 21.0 RATES OF PAY
Brambles Industrial Services, Carrington
Staged % Wage Increases on Shop Rate**

1996			6%	
	SEPT	OCT	NOV	DEC
			\$583	

Registered
Enterprise Agreement
Industrial Registrar

1997					2%						2%	
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
					\$594.66						\$606.55	

1998					2%						2%	
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
					\$618.68						\$631.05	

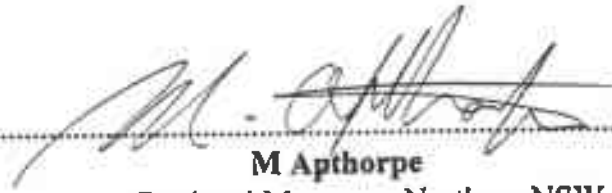
1999					2%
	JAN	FEB	MAR	APR	MAY
					\$643.67

TOTAL = 16% over 36 months, bringing AMWU members, prior to new EBA from \$550.00 to \$643.67

NOTE: Pay rates shown above reflect C10 Tradesperson's rate. Trades Assistants, Apprentices and Store Clerks will be paid on same principle.

Brambles Industrial Services
Newcastle Workshops Agreement 1996

Signature:



M Apthorpe
Regional Manager - Northern NSW

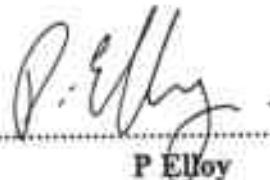
Signature:



G Blake
Workshop Manager

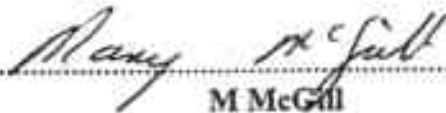


Signature:



P Elloy
AMWU Yard Delegate

Signature:



M McGill
AMWU
Newcastle District Committee Secretary