

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/318

TITLE: **Brambles Industrial Services Slabmaking and Ironmaking (BSL) Operations and Maintenance Agreement 2005**

I.R.C. NO: IRC5/4626

DATE APPROVED/COMMENCEMENT: 19 September 2005 / 19 September 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 23 December 2005

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Brambles Australia Limited t/as Brambles Industrial Services, on the BlueScope Steel site in Port Kembla, NSW to all employees engaged in classifications who fall within the coverage of the Electricians, &c. (State) Award.

PARTIES: Brambles Australia Limited -&- the 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 INDUSTRIAL SERVICES

Slabmaking and Ironmaking (BSL) Operations and Maintenance

ENTERPRISE BARGAINING AGREEMENT

2005

This Agreement will be known as the Brambles Industrial Services Slabmaking and Ironmaking (BSL) Operations and Maintenance Agreement 2005

2.0 ARRANGEMENT

This Agreement is arranged as follows:

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3.0 APPLICATION

This Agreement shall apply to Brambles Australia Limited trading as Brambles Industrial Services on the BlueScope Steel site in Port Kembla, NSW, to all employees engaged in classifications set out in the Electricians, &C. (State) Award. This includes work in the following core areas:

- PCI Plant
- Slabmaking
- Ironmaking
- Cokemaking and handling
- Raw coal handling
- Raw materials

4.0 PARTIES BOUND

The parties to this Agreement are:

- a) Brambles Australia limited trading as Brambles Industrial Services, (the Company);
 - b) The Electrical Trade Union and its members employed by the company or employees who are eligible to be members employed by the company.
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- c) 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.
- d) Australian Workers Union – NSW Branch and its members employed by the company or employees who are eligible to be members employed by the company.

5.0 PERIOD OF OPERATION

This Agreement shall operate from the date of approval in the NSW Industrial Relations Commission for a period of three years. The parties are committed to enter into negotiations a minimum of three months prior to the end of the Agreement.

6.0 RELATIONSHIP TO AWARD

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

7.0 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; and
- (b) up to the nominal expiry date, the union and employees will not pursue any extra claims relating to wages or conditions of employment whether dealt with in the agreement or not.

8.0 DISPUTE SETTLEMENT PROCEDURE

The parties to this Agreement recognise that ironmaking and slabmaking operations 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.

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 wilful misconduct.

9.0 PURPOSE OF THE AGREEMENT

This Agreement will support the establishment of an environment where all team members work together to achieve the business goals of Brambles Industrial Services, thereby securing positive outcomes for Brambles, its team members and our customer, BlueScope 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
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- c) The expansion of services within BlueScope Steel.
- d) Achieving continuous improvement of processes, systems and procedures
- e) Training and multi skilling consistent with the classification requirements
- f) Innovative, effective and open workplace relations built on flexibility trust and mutual respect
- g) Safe healthy and environmentally conscious practices
- h) Acting ethically, responsibly and co-operatively with one another, our customer and contractors / suppliers
- i) The supervision of contractors and other employees on the site.

10.0 DURESS

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

11.0 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.

12.0 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 is to be performed in a safe and responsible manner. Compliance with BSL 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.

13.0 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.

14.0 FITNESS FOR WORK

In line with the Brambles Safety Health and Environment Charter and The Brambles Fitness for Work Policy, employees working on Brambles operations associated with the BSL site shall present themselves for work in a fit condition to operate equipment safely. Due to the inherent risk of the Brambles operations at BSL, Brambles demands strict adherence to OH&S policies and procedures of both Brambles and its customer BSL.

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.

15.0 FLEXIBILITY OF OPERATIONS

Employees will be based in the core area in which they were employed (eg PCI Plant). However, they may be required to perform work in other areas from time to time in line with business requirements, provided that they have been adequately trained and are competent to carry out those duties.

To cover for long-term absences, 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 the relevant base rate of pay plus a 20% casual loading. Save that if a casual works for more than 6 months they can request to become permanent and the Company can not unreasonably refuse.

16.0 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 organisation 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.

17.0 HOURS OF WORK

The Ordinary hours of work shall be 38 hours per week averaged over the agreed work cycle. It is agreed that Rostered Days Off are not applicable under this agreement.

18.0 SHIFT ARRANGEMENT

Where shift work is required, shifts will be based on a continuous 12 hour shift rotating arrangement averaging 42 hrs per week. The roster will be reviewed on at least an annual basis and agreed between employees and Management.

In circumstances where a new project is commenced where a continuous roster as outlined above is not required, a new roster will be developed with the work team to meet operational requirements.

19.0 REMUNERATION

A base hourly rate of pay can be found at Attachment 1. This rate of pay will be used for casual employees and temporary employees where required. It will also be used for day work rates and to develop an appropriate annualised salary where a new project is commenced that does not work a continuous 12 hour rotating arrangement (or equivalent) as outlined in clause 18. The base rate of pay is inclusive of all applicable allowances.

Where an employee is working the continuous 12 hour shift rotating arrangement averaging 42 hours per week an annualised salary for each classification shall apply as per Attachment 1. The annualised salary 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 annualised salary is an all purpose salary that includes all payments as follows:

- Base wage based on 38 hours per week.
- 4 hours overtime in accordance with the shift roster of 42 hours per week;
- 4 additional hours for overtime per week (safety net) averaged over the agreed work cycle including shutdown maintenance work,
- Penalty rates for shift work,
- all allowances applicable on site, including (but not limited to) electrical licence, travel, meals, confined space, tool, dust and dirt, shutdown maintenance work and any other BSL site specific allowance.
- All Public Holidays

A safety net consideration is included in the annualised salary arrangement, which allows for an average of 52 hours overtime in any thirteen-week period 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 $[\$ \text{Annualised salary} / 2184 \text{ hours per year}]$ 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 and equipment will be kept current. The Company will pay all reimbursable costs employees incur maintaining currency.

20.0 OPERATING ALLOWANCE (ON CALL ALLOWANCE)

In addition to the annualised salary an operating allowance shall be paid for the life of the Agreement where a work team provides an on call roster. This will be developed with the affected work team, in line with contractual obligations.

The 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 19. 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.

21.0 ANNUAL LEAVE

You are entitled to annual leave in accordance with relevant laws and the Agreement. Where a continuous roster is worked employee are entitled to (42 x 5) 210 hours paid annual leave on completion of each year of service. Where any other shift pattern is worked, annual leave shall be as per the Award.

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 1 months' notice.

22.0 BONUS / INCENTIVE PAYMENTS

A Bonus / Incentive payment system will apply for each contract that falls within the scope of this agreement. Where a new project is commenced, a bonus scheme will be developed with the relevant work team that is specific to the key performance indicators for that contract in line with the customer and business requirements.

23.0 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 employee concerned and a union representative.

24.0 PERSONAL CARERS LEAVE

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

25.0 MEDICALS

Employees may be requested to participate in periodic medical examinations.

This initiative is designed to maintain a healthy workplace 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 will be borne by the company.

26.0 SUPERANNUATION

In accordance with the prescribed statutory requirements of the Superannuation Guarantee Act [Administration] Act 1992 and the Superannuation Guarantee Charge Act 1992 (as amended from time to time) a contribution will be paid on your behalf into the Brambles Superannuation Fund within the Mercer Super Trust or STA.

Payments will be made based on the sum of the Annualised Salary plus Operating Allowance.

27.0 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.

SIGNATURES OF THE PARTIES TO THIS AGREEMENT

Signed for and on behalf of Brambles Australia limited trading as Brambles Industrial Services:	
<i>Signature:</i>	
<i>Name in full (printed):</i>	
<i>Position:</i>	
<i>Date:</i>	

Signed for and on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU):	
<i>Signature:</i>	
Paul Bastian	
State Secretary	
<i>Date:</i>	

Signed for and on behalf of the Electrical Trades Union (ETU):	
<i>Signature:</i>	
Bernie Riordan	
State Secretary	
<i>Date:</i>	

Signed for and on behalf of the Australian Workers Union (NSW Branch):	
<i>Signature:</i>	
<i>Name in full (printed):</i>	
<i>Position:</i>	
<i>Date:</i>	

Attachment 1 – Remuneration

1. BASE RATE OF PAY

- a. The following rates are the base hourly rate of pay as specified in clause 19 of this agreement. The base rate of pay is inclusive of all applicable allowances.

	ON APPROVAL	12 MONTHS FROM APPROVAL	24 MONTHS FROM APPROVAL
Operator 1	\$18.1501	\$19.0164	\$19.9218
Operator 2	\$19.0164	\$19.9218	\$20.8680
Operator 3a	\$19.7866	\$20.7266	\$21.7090
Operator 3b	\$20.1716	\$21.1284	\$22.1288
Operator 4	\$21.4001	\$22.4127	\$23.4709
Coordinator	\$24.1870	\$25.3251	\$26.5143
Controller	\$26.8453	\$28.1030	\$29.4173

- b. Penalty rates will apply as per the Award where an employee is being paid at the base rate of pay.

2. ANNUALISED SALARY

a. The following table details the annualised salary as specified in clause 19 of this agreement.

	ON APPROVAL	12 MONTHS FROM APPROVAL	24 MONTHS FROM APPROVAL
Operator 1	\$64,385.00	\$67,282.33	\$70,310.03
Operator 2	\$67,282.94	\$70,310.67	\$73,474.65
Operator 3a	\$69,858.37	\$73,002.00	\$76,287.09
Operator 3b	\$71,146.08	\$74,347.65	\$77,693.29
Operator 4	\$75,254.16	\$78,640.60	\$82,179.42
Coordinator	\$84,574.10	\$88,379.93	\$92,357.03
Controller	\$93,463.79	\$97,669.66	\$102,064.79

b. Please note that employees will receive a training salary of 80% of the annualised salary above in the first 3 months of employment. This period may be shortened by agreement between the parties.

Attachment 2 – PCI Plant

1. PCI Controllers & Operators Bonus System

The following Bonus / Incentive payment system will apply for PCI Plant Operators and Controllers in the first year of the agreement and be subject to review for each subsequent year.

KPI's	Key value	Payment
Cost saving initiatives using VEP process	Minimum \$30,000 per year	< \$30,000 = - 10% of total available pool
Aim LTI's	0	1 LTI = -8% of total available pool
Number of Safety Audits	20 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	> 98.5%	< 98.5% = -10% of total available pool
Flow Accuracy No. 5 BF	> 97%	< 97% = -10% of total available pool
Delivery performance No. 6 BF	> 98.5%	< 98.5% = -10% of total available pool
Flow Accuracy No. 5 BF	>98	< 98% = -10% of total available pool
12 Month Trial – to be reviewed July 2006		
Hazard Register Scenario Reviews	Scenarios < 3 months overdue	> 20 scenarios = -5% of total available pool
Mandatory Refresher Training Complete	Training < 3 months overdue	> 20 courses = -5% of total available pool
Mandatory Procedures Reviewed	< 3 months overdue	> 3 procedures = -5% of total available pool
Corrective Actions Closed Out	< 3 months overdue	> 3 actions > 4 months = -5% of total available pool

Maximum Pool available =10% of annualised salary

2. Brambles PCI Plant Shift Roster

The roster as agreed and shown below shall apply to the PCI Plant operations. It will 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.

	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							D	D	N	N
B Crew				D	D	N	N	N					D	D	D	N	N							D	D	N	N		
C Crew		D	D	N	N						D	D	N	N	N					D	D	D	N	N					
D Crew	D	N	N						D	D	N	N						D	D	N	N	N					D	D	

D	Day Shift
N	Night Shift

3. On Call Allowance

In accordance with Clause 20 of the agreement, the following on call allowance will apply to PCI Operators and Controllers.

PCI Operators	\$3850
PCI Controllers	\$4400

4. Flexibility of Operations

Where flexibility in operations is required in accordance with Clause 15 of the agreement, any decision to request PCI employees to work in another area will be by agreement with the employee concerned, always ensuring BIS meets the contractual obligations as set by the customer.

5. Period Of Operation

Where, during the life of this agreement, an expansion of work occurs on the BSL site that substantially changes roles of the controllers and / or operators covered by this agreement, a review of the terms and conditions in this agreement will occur for the specific area affected.

Attachment 3 – Employee Acknowledgement

We understand the terms and conditions outlined in this agreement.

Malcolm Anderson	signed:	Date:/...../.....
Paul Brown	signed:	Date:/...../.....
Andrew Curry	signed:	Date:/...../.....
Agostino Da Costa	signed:	Date:/...../.....
Peter Davey	signed:	Date:/...../.....
Marcus De Jong	signed:	Date:/...../.....
Darren Howes	signed:	Date:/...../.....
Malcolm Irving	signed:	Date:/...../.....
Adam Jones	signed:	Date:/...../.....
Shane McVicar	signed:	Date:/...../.....
Jimmy Naumovski	signed:	Date:/...../.....
Graham Parks	signed:	Date:/...../.....
John Porter	signed:	Date:/...../.....
Edward Sebben	signed:	Date:/...../.....