

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA99/253**

**TITLE: Brambles Industrial Services - Australian Workers Union New South Wales - Newcastle Civil Construction Agreement 1999**

**I.R.C. NO: 99/4924**

**DATE APPROVED/COMMENCEMENT: 13 October 1999 and commenced 14 September 1999**

**TERM: 12 Months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 13**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Applies to all employees of Brambles Industrial Services undertaking work on BHP Newcastle site and environs and specifically includes the Steel River site**

**PARTIES: Brambles Australia Limited -&- The Australian Workers' Union, New South Wales**

## BRAMBLES INDUSTRIAL SERVICES

# AUSTRALIAN WORKERS UNION- NEWCASTLE CIVIL CONSTRUCTION AGREEMENT 1999

### 1.0 TITLE

This Agreement shall be referred to as the Brambles Industrial Services – Australian Workers Union New South Wales – Newcastle Civil Construction Agreement 1999.

### 2.0 ARRANGEMENT

Subject	Clause No.
Parties Bound	3.0
Application and Incidence of Agreement	4.0
Duration of Agreement	5.0
Duress	6.0
Performance of Work	7.0
Dispute Avoidance Procedure	8.0
Payment of Wages	9.0
Appointment, Transfer & Promotion	10.0
Hours of Work	11.0
Equipment Maintenance	12.0
Use of RDO Hours	13.0
Wage Rates	14.0
Extra Claims	15.0
Matters Reserved	16.0
Renegotiation of Agreement	17.0

### 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 Workers' Union of Australia (New South Wales Branch), its officers and members employed by Brambles Industrial Services Newcastle.

#### **4.0 APPLICATION AND INCIDENCE OF AGREEMENT**

- 4.1 The terms and conditions of the Agreement shall apply to employees of Brambles Industrial Services undertaking work on BHP Newcastle site and environs and specifically includes the Steel River site.
- 4.2 It is acknowledged the majority of Brambles' work in the locations in 4.1 above are covered by an agreement with the TWU.
- 4.3 The general terms and conditions of employment of persons covered by the Agreement shall be those prescribed by the:
- Plant Operators and C State Award
  - General Construction and Maintenance Civil and Mechanical Engineering Award
- 4.4 Provided that the terms of this Agreement shall apply to the extent of any inconsistency with the provision of the aforementioned awards.

#### **5.0 DURATION OF AGREEMENT**

This Agreement shall come into operation from the date of agreement and shall operate for a period of one year.

#### **6.0 DURESS**

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

#### **7.0 PERFORMANCE OF WORK**

It is a term and condition of employment and of the rights applying under this Agreement that an employee:

- a) Attends work during the rostered ordinary hours of work nominated by the company and that the employees not be absent from work on any such day without prior approval from the Company.

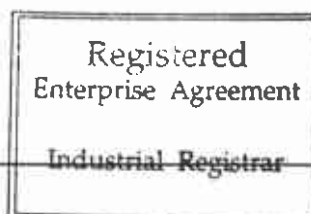


- b) Performs such work to the best of their ability as the Company at all times reasonably requires.
- c) Participates in training and be accredited in work skills and knowledge to become a flexible member of the work team.
- d) In the case of a shift worker, continues work until relieved by a counterpart on the incoming shift or until the Company is able to make suitable arrangements to cover the position.
- e) Notifies the Company if unable to work within one hour of the commencement of the rostered shift giving the reason for the absence and the anticipated duration of absence.
- f) Works reasonable overtime in addition to the rostered hours of duty if so required.
- g) Uses, as directed by the Company the protective clothing and equipment provided at all times during each shift.
- h) Complies with the appropriate Occupational Health & Safety Regulations nominated by the Company.
- i) Observes regulations published by the Company and to provide an orderly and safe workplace, including keeping the workplace and equipment in a clean and safe condition.
- j) Complies with the Clause 8 of this Agreement, the Dispute Settlement Procedure.

## **8.0 DISPUTE SETTLEMENT PROCEDURE**

The objectives of the procedures 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.

- 8.1** An individual employee with a grievance shall raise the matter with his supervisor. The supervisor will make every effort to respond within 24 hours. The employee may be represented by the Union representative.



- 8.2 In the event of any 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.
- 8.3 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.
- 8.4 Should the dispute still remain unsolved, the Branch Secretary of the Union or his representative will confer with the Area Manager.
- 8.5 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.
- 8.6 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.
- 8.7 If the previous dispute resolution procedures fail to settle a claim, issue or dispute and industrial action is intended which will interrupt or delay BHP Rod, Bar and Wire 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.
- 8.8 When Brambles' employees are working within the boundaries of BHP Rod, Bar & Wire Division operations and the BHP employees enter upon direct industrial action, Brambles' employees will continue to work normally where:
- 8.8.1 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;
- 8.8.2 Work can be continued without carrying out any work of the BHP employees on strike.

**8.9 Understanding Procedure**

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

PRE  
4/24/41

EXHIBIT 1  
KLSRZ  
7-10-99

**9.0 PAYMENT OF WAGES**

Wages shall be paid weekly by means of Electronic Funds Transfer to approved Financial Institutions and accounts nominated by the employees.

**10.0 APPOINTMENT, TRANSFER AND PROMOTION**

- 10.1 The initial criteria for appointment, transfer or promotion will be that of merit of the candidate. Such merit will be measured in terms of skills, qualifications and overall best fit for the position.
- 10.2 Where two or more candidates are considered of equal merit then other relevant criteria such as seniority would be considered.

**11.0 HOURS OF WORK**

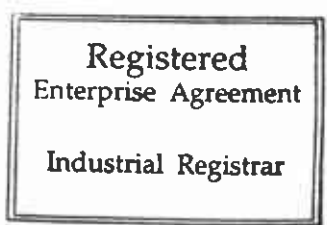
By agreement employees can be given different start times to suit the workload of the business. The earliest start to be 6.00am and the first eight hours will be worked at single time.

**12.0 EQUIPMENT MAINTENANCE**

Employees will carry out minor maintenance on vehicles and equipment including replacing light bulbs and other duties they have the required skills to perform.

**13.0 USE OF R.D.O. HOURS**

The taking of RDO's can be varied to suit operational requirements by agreement between the parties.



## 14.0 WAGE RATES

The wage rates agreed include all industry, site and travel allowances applicable.

The weekly rates detailed below will increase by 2.5% six (6) months from the commencement of the agreement.

Classification	Weekly Rates	Hourly Rate
A	\$546.47	\$14.38
B	\$570.00	\$15.00
C	\$612.00	\$16.10
D	\$638.00	\$16.79
E	\$664.00	\$17.47
F	\$673.00	\$17.71

Payment of a Special Contract Allowance of \$20.00 per day will begin at the commencement of this Agreement. This allowance covers all industry, site disadvantage or other allowances currently applicable or that may become applicable over the life of this agreement, specifically including redundancy and travel allowance payments.

This allowance shall be payable for every day upon which an employee works or reports to work in accordance with the employers requirements, but shall not be taken into account in calculating overtime, penalty rates, annual leave, sick leave or RDO's.

See attachment for description of classifications.



## **15.0 CLAIMS**

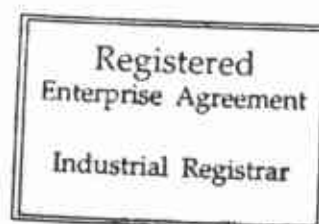
- 15.1** The parties to this agreement will not make claims for improvements in wages and conditions except where consistent with the processes identified in this agreement.
- 15.2** Any wage adjustments defined in accordance with future State Wage Case decisions which may be concerned during the life of this agreement will be absorbed into any increases paid or allowance under this agreement.
- 15.3** Provided that should general community movements including State Wage Case decisions substantially differ from those available under this agreement, the parties may review this position.

## **16.0 RENEGOTIATION OF AGREEMENT**

The parties will meet to commence negotiations on a new agreement three months prior to the expiration of this agreement.

Additional to the above a review of this agreement shall occur in the event of any unusual circumstances such as the introduction of a Goods and Service Tax.

Any disagreement as to the terms of the replacement agreement or other arrangements shall be resolved in accordance with the dispute settling procedure contained in this agreement.





## ATTACHMENT 1

### Classifications:

#### Group A:

- Air Compressor Operators
- Electric Motor Attendants
- All Winch Drivers
- Service People
- Operators of other cranes up to and including five tonnes
- Compressed and/or mastic asphalt labourer
- Crusher feeder and sand roller attendant
- Pole erecting – labourers erecting telegraph poles, electric lights and/or power poles
- Turfing, cutting and/or laying – including landscaping on civil engineering construction – labourers engaged in
- Trench labourer 0.9m-3m (when required to use pneumatic machines shall be paid at least machineman's rates).
- Labourer – boring test or other holes by hand
- Labourer cutting noxious weeds with hoe
- Layer-on of hot mastic asphalt compounds in supply channels, expansion joints or cracks in concrete channels
- Maintenance men – in channels
- Painter or layer of bitumen, colfix, laykol or any similar substance
- Tar and/or bituminous labourer – other
- Labourer cleaning silt pits – irrigation area

#### Group B:

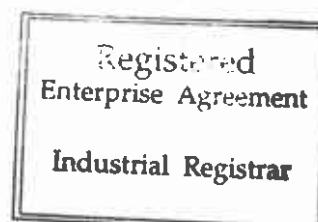
- Operator of tractor – up to but not exceeding 48 kW (65hp)
- Operator of skid steer tractor – up to but not exceeding 48 kW (65hp)
- Operator of compactor – up to but not exceeding 48 kW (65hp)
- Operator of forklift – up to but not exceeding 48 kW (65hp)
- Operator of mobile crane – up to and including 10 tonnes
- Operator of floating crane – up to and including 10 tonnes
- Operator of other cranes – over 5 and not exceeding 15 tonnes
- Operator of road roller
- Operator of road sealing and surfacing plant
- Maintenance labourer
- Bituminous gang labourer
- All other attendants at stone handling plant
- Maintenance patrolman



- Helper – Hand Boring Plant
- Test Well Borer
- Amenities attendant (including camp)
- Sanitary and/or garbage labourer
- Clerical work – labourer
- Labourer tarring bridge and/or other woodwork
- Fencer
- Traffic controller
- General labourer – not otherwise classified
- Greaser
- Labourer – bending, reinforcing steel
- Labourer – planting, spraying and/or lopping trees
- Labourer – loading, unloading and/or stacking materials other than cement.
- Machineman's assistant
- Motor and/or pump attendant
- Pile driver – topman
- Pile pointer, ringer and/or shoer
- Scabbler
- Temporary building – labourer erecting
- Tipman and/or loading tallyman
- Tradesmen's labourer on construction work

**Group C:**

- Operator of tractor – from 48 kW (65 hp) but not exceeding 96 kW (130 hp)
- Operator of loader – front end and overhead – from 38 kW (65hp) up to but not exceeding 96 kW (130hp)
- Operator of dragline/shovel excavator – up to 0.5 cubic metre
- Operator of dumper – up to but not exceeding 25 tonnes
- Operator of grader – up to and including 90 kW (120hp)
- Operator of compactor – from 48 kW (65hp) but not exceeding 96 kW (130hp)
- Operator of skid steer tractor – from 48 kW (65hp) up to but not exceeding 96 kW (130hp)
- Operator of forklift – from 48 kW (65hp) up to but not exceeding 96 kW (130hp)
- Operator of mobile crane – over 10 but not exceeding 20 tonnes
- Operator of floating crane – over 10 but not exceeding 20 tonnes
- Operator of other cranes – over 15 but not exceeding 20 tonnes
- Barring down – labourers
- Laboratory testing assistant
- Pipe layer and/or joiner
- Pipe liner hand working inside pipe



- Sand blast operator
- Trench labourer 3m-6m
- Labourer using hand trowels on cement or concrete channels
- Labourer using shovel for constructing cement channels – known as laying on
- Manual kerb extruding machine operator
- Labourers engaged in the erection and placement of steel wire mattresses
- Spray Operator
- Concrete Worker – including floater form erector and/or stripper, jazzerman and/or tamperman, concrete cutting or drilling machine operator, kerb and/or gutter layer
- Labourer bending, reinforcing steel to pattern or plan
- Cement gun operator – other
- Assistant concrete pump operator
- Pressure grouter's assistant
- Bricklayer's labourer
- Cement – labourer loading, unloading and/or stacking
- Crane chaser
- Erector structural steel
- Worker – placing precast blocks and metal strips in reinforced earth constructions
- Machineman and/or pneumatic pickman
- Timberman up to 6.1m in depth
- Pegman and/or employee boning
- Rigger's assistant and/or hemp rope splicer
- Storeman

**Group D:**

- Operator of tractor – from 96 kW (130hp) up to but not exceeding 220 kW (295 hp)
- Operator of excavator – hydraulic telescopic boom type
- Operator of dragline/shovel excavator – from 0.5 cubic metre up to but not exceeding 1.5 cubic metres
- Operator of forklift – from 96 kW (130hp) up to but not exceeding 220 kW (295 hp)
- Operator of dumper – from 25 tonnes up to but not exceeding 40 tonnes
- Operator of grader – from 96 kW (130hp) up to but not exceeding 148 kW (200 hp)
- Operator of loader – front end and overhead from 96 kW (130 hp) up to but not exceeding 220 kW (295 hp) capacity
- Operator of side boom/pipe layer – up to but not exceeding 96 kW (130 hp)

- Operator of compactor – from 96 kW (130 hp) up to but not exceeding 220 kW (295 hp)
- Operator of skid steer tractor – from 96 kW (130 hp) up to but not exceeding 220 kW (295 hp).
- Cement Gun Operator – wet underground
- Manhole builder
- Concrete finisher
- Concrete kerb finisher & patcher (steel, wooden, rubber or mechanical trowels)
- Labourer placing and/or tack welding, reinforcing steel
- Pressure grouter
- Hot mix plant operator, other
- Stone handling plant attendant
- Labourers engaged in the erection and placement of steel wire box gabions
- Augerman – pneumatic or electrically powered augers and/or timber boring machines
- Frankipile operator
- Pile driver
- Scaffolder (certificated)
- Timberman over 6.1m in depth
- Wire rope splicer (not being a certified rigger)

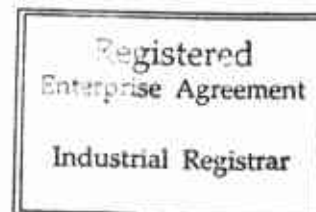
**Group E:**

- Operator of grader – from 148 kW (200hp)
- Operator of tractor – from 220 kW (295 hp) up to but not exceeding 370 kW (500hp)
- Operator of dumper – from 40 tonnes up to but not exceeding 100 tonnes
- Operator of loader – front end and overhead, from 220 kW (295hp) up to but not exceeding 370 kW (500 hp)
- Operator of compactor – from 220 kW (295 hp)
- Operator of skid steer tractor from 200 kW (295 hp)
- Operator of dragline/shovel excavator – from 1.5 metres up to but not exceeding 3.0 metres capacity
- Operator of side boom/pipe layer – from 96 kW (130 hp) but not exceeding 220 kW (295 hp).
- Hot mix operator – plant with capacity of under 1474.2kg per batch
- Pug Mill Rated Capacity 1474.2kg per batch or equivalent
- Dogman
- Rigger (certificated) and wire rope splicer



**Group F:**

- Operator of tractor – from 370 kW (500 hp) up to but not exceeding 450 kW (600 hp)
- Operator of dragline/shovel excavator – from 3.0 cubic metres up to but not exceeding 5.0 cubic metres
- Operator of dumper – from 100 tonnes truck capacity
- Operator of loader – front end and overhead, from 370 kW (500 hp) up to but not exceeding 450 kW (600hp).
- Pug mill rated capacity 1474.7kg but less than 6000 kg



## Signatures

  
.....  
AWU Representative

  
.....  
Brambles Australia Limited  
Representative



