

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/372

TITLE: **Brambles Industrial Services, Maintenance Trades (Port Kembla) Agreement 2005**

I.R.C. NO: IRC5/6243

DATE APPROVED/COMMENCEMENT: 9 December 2005 / 9 December 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA04/16.

GAZETTAL REFERENCE: 6 January 2006

DATE TERMINATED:

NUMBER OF PAGES: 25

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Brambles Industrial Services, a division of Brambles Australia Limited, located at Port Kembla, who are engaged in mechanical and electrical repairs, who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award.

PARTIES: BramblesAustralia Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/372

TITLE: **Brambles Industrial Services, Maintenance Trades (Port Kembla) Agreement 2005**

I.R.C. NO: IRC5/6243

DATE APPROVED/COMMENCEMENT: 9 December 2005 / 9 December 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA04/16.

GAZETTAL REFERENCE: 6 January 2006

DATE TERMINATED:

NUMBER OF PAGES: 25

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Brambles Industrial Services, a division of Brambles Australia Limited, located at Port Kembla, who are engaged in mechanical and electrical repairs, who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award.

PARTIES: BramblesAustralia Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch

BRAMBLES INDUSTRIAL SERVICES

MAINTENANCE TRADES
(PORT KEMBLA)
ENTERPRISE AGREEMENT 2005

TITLE

The Agreement shall be referred to as the Brambles Industrial Services, Maintenance Trades (Port Kembla) Agreement 2005.

ARRANGEMENT

1. TITLE	2
2. ARRANGEMENT	2
Appendices	3
3. PARTIES BOUND	4
4. INTENTION/OBJECTIVES	4
5. APPLICATION AND INCIDENCE	5
6. RELATIONSHIP TO PARENT AWARD	5
7. DURATION OF AGREEMENT	6
8. MULTI-SKILLING	6
9. CAREER PATH	6
10. INCENTIVE/BONUS SCHEME	6
Safety Observations	7
Customer Feedback	7
Vehicle and Workplace Image	7
Completion of Damage Claim Forms	8
11. CONSULTATIVE PROCESS/COMMITTEE	8
12. PAYMENT OF WAGES	8
13. STATUTORY EMPLOYEE ENTITLEMENTS	9
14. APPOINTMENT, TRANSFER AND PROMOTION	9
15. TRAINING	9
16. DISPUTE SETTLING PROCEDURE	10
Dispute Avoidance	10
Dispute Settlement	10
Understanding Procedure	11
17. SICK LEAVE	11
Notification – Reasonable Efforts	11
18. TRAINEESHIP	12
19. LONG SERVICE LEAVE	13
20. TRADE UNION TRAINING LEAVE	13
21. HOURS OF WORK	13
22. ROSTERED DAYS OFF	13
23. SUPERANNUATION	14
24. UNION OFFICIALS AND SHOP STEWARDS	15
25. USE OF CONTRACTORS AND CASUALS	15
26. SAFETY AND ENVIRONMENT PERFORMANCE	16
27. COMPANY ALCOHOL AND OTHER DRUGS POLICY	16
28. LOCAL CONTENT	16
29. PRODUCTION FLEXIBILITY	17
30. CODE OF CONDUCT	17
Obligations of Employees:	17
Disciplinary Procedure	18
Summary Dismissal	19
31. COMMITMENT TO QUALITY ASSURANCE	19
32. MEDICALS	20
33. BLOOD DONORS	20
34. LICENCE INSPECTIONS	20
35. INCOME PROTECTION SCHEME	20
36. FACILITIES, CLOTHING AND EQUIPMENT	21
37. NOT TO BE USED AS A PRECEDENT	21
38. NO EXTRA CLAIMS	21
39. DURESS	21
40. RENEGOTIATION	22

Appendices

- Appendix 1 - Weekly Rates of Pay Applicable under this Agreement.
- Appendix 2 - Skills Classifications Structure.
- Appendix 3 - Redundancy Agreement.
- Appendix 4 – Essential Services

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”), and its members employed by the Company or employees who are eligible to be members employed by the Company.

INTENTION/OBJECTIVES**INTENTION**

The purpose of this Agreement is to regulate partially the terms and conditions of employment of Brambles Industrial Services, Maintenance Trades (Port Kembla) employees previously regulated by the Metal, Engineering & Associated Industries (State) Award (subsequently known as “the Award”).

Objectives

- a) To develop and maintain a culture of trust, consultation and co-operation with a view to achieving continuous improvement in the competitive performance of the Company, its workplace environment, and the working conditions of its employees.
- b) Implementing workplace reforms so as to improve productivity and to aim for the most successful practice.
- c) To progressively and continuously remove inefficient practices and processes from all operational areas.
- d) To co-operate in the maintenance of the Company’s OHS and Quality systems to enhance performance and service to our customers.
- e) To ensure flexibility, timeliness, reliability, safety compliance, accountability, quality and profitability of all services offered.
- f) Initiating a program that provides growth and expansion of the business by having the most efficient employees, systems and equipment.
- g) Implement Key Performance Indicators aimed at achieving measurement of enterprise efficiency and quality of output.
- h) To ensure compliance by the Company and its employees in all matters related to Occupational Health & Safety obligations and legislation with the target of eliminating workplace accidents and injuries.

- i) To ensure compliance with Environmental Regulations and Requirements.
- j) To ensure that the Company remains an equal opportunity employer and does not discriminate against any employee.
- k) To promote the Company as an 'employer of choice' for prospective employees.
- l) To provide a clear career development path for employees.
- m) To operate with a preventive maintenance approach to equipment reliability.

APPLICATION AND INCIDENCE

- a) The industry and callings covered by this Agreement are those generally referred to as mechanical and electrical repairs;
- b) This agreement covers all work associated with the current Port Kembla based business, within the Illawarra and Southern Highlands. Discussions will take place with employees if full-time permanent work is required at other locations.

RELATIONSHIP TO PARENT AWARD

- 6.1 This agreement shall be read wholly in conjunction with the Metal, Engineering & Associated Industries (State) Award, as varied. The terms of the Award shall be incorporated into the terms of this Agreement.

Where there is any inconsistency between this agreement and the Award this agreement shall take precedence to the extent of any inconsistency.
- 6.2 The parties are committed to the Metal, Engineering & Associated Industries (State) Award continuing to cover the basic standard of employment in the industry.
- 6.3 Existing over award payments and conditions of employment shall continue to apply as if they were a term of this agreement except where the expressly stipulated terms of this agreement provide otherwise.
- 6.4 An employee commencing his or her employment with the employer after the date on which this agreement comes into operation shall be employed in accordance with the terms of this agreement.
- 6.5 The employer and the Union agree that no employee, including apprentices and trainees, shall be employed other than under the terms of this agreement.

DURATION OF AGREEMENT

This agreement shall come into operation from the first full pay period following signature of all parties and shall remain in force until 1 November 2008.

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 its operations.

- i) 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.

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 (up to two shifts). If the position they are filling has a higher rate they will get that rate for the third and consequent continuous shifts.

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 this Agreement (Appendix II) and the Job Model developed for Maintenance Trades at Port Kembla.

Training plans will be developed to suit individual employees and the requirements of the business, within six (6) months of certification of this Agreement.

INCENTIVE/BONUS SCHEME

As well as the increases included in this Agreement, employees have the opportunity for further financial rewards through the following Incentive/Bonus Scheme. Bonus is calculated as a percentage of ordinary time earnings.

The Bonus Scheme has four components:

- 1) Safety observations;
- 2) Customer Feedback (via written surveys);
- 3) Vehicle and Workplace Image
- 4) Completion of Damage Claim Forms.

Safety Observations

A bonus of 0.5% will be paid to employees every six (6) months for carrying out four (4) safety observations per employee, per month. Quality of observations to include:

Observation Category

Good and At Risk practices

Action Taken (by Whom and When)

Action Plan

Team Involved

Follow-up by employee making the observation.

Customer Feedback

A bonus of 0.5% will be paid to employees every six (6) months based on customer feedback from written surveys collected by maintenance employees and from additional sources.

- ◆ Target is (6) completed customer surveys each month from the maintenance group.
- ◆ Bonus will be paid based on the average result for the Maintenance area, based on the following:
 - ◆ 'Poor' customer rating (less than 50%) – zero bonus
 - ◆ 'Satisfactory' customer rating (50 to 75%) – 50% bonus
 - ◆ 'Good' customer rating (75 – 90%) – 75% bonus
 - ◆ 'Superior' customer rating (more than 90%) – 100% bonus.
- ◆ Any proven incident, negative feedback or customer complaints regarding breaches of safety rules (eg. driving in a manner dangerous to other road users, infringement notices, offensive behaviour or not wearing required PPE will automatically result in a 'poor' customer rating.)

Vehicle and Workplace Image

A bonus of 0.5% will be paid to employees every six (6) months for vehicle and workplace image based on monthly and *ad hoc* inspections of the following:

- ♦ Service vehicles kept in a safe, clean and tidy state.
- ♦ Workshop maintained in a safe, clean and tidy state.
- ♦ Bonus only payable if more than 90% of inspections record a positive outcome.

Completion of Damage Claim Forms

A bonus of 0.5% will be paid to employees every six (6) months for successful completion of damage claim forms. Each maintenance employee is expected to fill out and have the customer (or their representative) sign a damage claim form for all customer-related damage to Brambles equipment. Bonus will be paid as follows:

- ♦ More than 80% of damage claims are served by maintenance employees, and
- ♦ More than 75% of those served are signed by the customer (or their representative) on the day of issue.

Safety Observations	
Customer Feedback Vehicle and Workplace Image Completion and signing of damage Claims forms	

CONSULTATIVE PROCESS/COMMITTEE

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 after discussion with employees.

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.

Monies will be deposited with Financial Institutions so as to be available by 2.00pm on the payday. In the event of money not being available in a nominated bank account by 2.00pm, wages may be paid in cash or other arrangements made to ensure the employee suffers no inconvenience.

Employees who are bound by this agreement shall be paid as per the schedule of wage rates, attached at Appendix "1" to this agreement.

Increases in wage rates will take place every six (6) months in the first pay after the due date.

STATUTORY EMPLOYEE ENTITLEMENTS

Brambles, as a publicly listed Company and under the direction of all Company directors, are committed to meeting all obligations in respect of employees' statutory entitlements such as annual, sick and long service leave.

Brambles makes the appropriate monthly accruals for all employee entitlements and these amounts are audited by both internal and external auditors on a regular basis. These records can be viewed by a Union delegate, when required.

Brambles will continue to ensure that all employees' leave entitlements (annual leave, long service leave) are secure and will seek to understand all options to continue this security.

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 suitably qualified, independent representative observe this test if they wish.

TRAINING

- 15.1 Where an employee undertakes training it shall be conducted as far as practicable in the employee's usual working time and the employee shall be paid at single time for attendance or extra travel associated with such training.
- 15.2 Where the employer arranges training, course fees and materials will be reimbursed by the employer. If required to stay overnight at different courses, the Company shall pay for accommodation and a reasonable meal allowance.
- 15.3 All apprentices and trainees shall continue to receive paid training. Such training shall meet the requirements of the Award and the industry training advisory board, resulting in a consistent national qualification.

DISPUTE SETTLING 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.

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) 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;
- iii) 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;
- iv) Attendance and participation by Union officials at any of these meetings would be at their discretion.

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 assistance;
- (ii) In order to allow for the peaceful resolution of disputes, and for the duration of this Agreement, 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.
- (iv) The parties to this agreement recognise that the services the Company provide to its customers are often vital to the continuous operation of their processes and, in such cases, represent an essential service. Such work will be identified and agreed by the parties prior to the commencement of this agreement or as the work arises. Such work shall not be disrupted by regional, state-wide or national work bans or stoppages of any kind.

Understanding Procedure

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

SICK LEAVE

Employees shall be entitled to ten (10) days ordinary working time as paid sick leave per year.

Unused sick leave shall accumulate and be paid out each year in the first pay period of December, once a block of 10 sick days is accumulated. Anything over the ten (10) days is payable. Unused sick leave may not be paid out at the end of the year, if the following is not adhered to:

1. A Doctor's Certificate must be obtained and submitted if the following occurs:
 - a. An employee is off work for two or more consecutive days;
 - b. An employee has a sick day before or after a Public Holiday or a Rostered Day Off;
 - c. An employee has a sick day on any Monday or Friday.

Notification – Reasonable Efforts

Employees are to make all reasonable efforts to notify their supervisor at least one (1) hour prior to commencement of their normal working shift of their absence.

If any emergency takes place and an employee is unable to call-in, the employer will make concessions on the above.

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.

18.1 Equipment Operator Trainee

This would be a three-year traineeship. Trainees would follow 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 or her skills can be most utilised.

18.2 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

18.3 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.

LONG SERVICE LEAVE

Long Service Leave will be in accordance with the Long Service Leave Act 1955, of NSW. In addition, employees shall have pro rata access to long service entitlements following seven (7) years of continuous permanent employment with the Company.

TRADE UNION TRAINING LEAVE

Each delegate covered by this agreement and nominated by one of the Unions shall be allowed up to 5 days paid leave per annum to attend trade Union training courses conducted or approved by Trade Union Training Australian Inc or one of the Unions. The Union is to give at least four weeks notice of training dates.

Such leave shall not be cumulative.

HOURS OF WORK

The spread of ordinary hours of work shall be from 6.00am to 6.00pm. Notwithstanding this, 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. Normal working hours per week are 38 hours.

There will be an 8-hour break between rostered shifts.

Shower time will be in the employee's own time, after the completion of their rostered shift.

ROSTERED DAYS OFF

1. In recognition of the nature of the continuous operations conducted by the Company, it is agreed that rostered days off (RDO) may be accrued up to a maximum of 76 hours.
2. The taking of RDO's is to be arranged with the Company to ensure maximum productivity is achieved.
3. An employee working an otherwise designated RDO will be paid at the rates applicable as if such day was a normal working day.
4. During periods of low activity, the Company may direct employees to use RDO's accrued in excess of 76 hours by giving the employee 24 hours notice. The use of banked hours under 76 hours will be by agreement.
5. Should the Company request 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.
6. It is agreed that employees will give the Company a minimum of 48 hours notice before taking an accrued RDO.
7. 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 22.1.

SUPERANNUATION

23.1 Definitions

- 23.1.1 Unless the contrary intention appears, an expression used in this clause has the same meaning as it has in the Superannuation Guarantee (Administration) Act 1992.
- 23.1.2 "ordinary time earnings" is as defined in clause 6(b) of the Metal Industry Superannuation Award as at 1 January 1998, with the addition of workers compensation payments and make-up payments made in respect of time off work.
- 23.1.3 "eligible employee" is an employee whose ordinary time earnings are more than \$450.00 in a month.

23.2 Contributions

- 23.2.1 The employer must contribute to superannuation at not less than the % of ordinary time earnings specified in the Superannuation Guarantee Charge Act 1992 and related legislation. This level of contribution shall be made in respect of all eligible employees.
- 23.2.2 These contributions will continue at 10%.

- 23.2.3 The contributions shall be made into Superannuation Trust of Australia (as the default fund), or the Brambles Superannuation Plan in the Mercer Super Trust, at the employees choice.
- 23.2.4 The contributions shall be made monthly.
- 23.2.6 The contributions continue until the eligible employee/s employment is terminated or until it is no longer lawful to make contributions.

UNION OFFICIALS AND SHOP STEWARDS

An official or officer of the Union/s shall have the right to enter the employer's establishment during working hours for the purposes of conducting Union business and matters incidental to Union business provided that 24 hours notice is given to the Company where possible.

The employer shall recognise appointed Union representatives in the enterprise upon notification by the Union to which the employee belongs. The Union delegates or shop stewards shall be allowed reasonable time during working hours to interview employees and the employer or the employer's representative on matters affecting employees whom they represent. The delegates or shop stewards shall be allowed an adequate and private meeting place and reasonable time during working hours to interview a Union official from their Union on legitimate Union business.

On entering the site, Union officials must abide by Site Safety Procedures and conditions.

USE OF CONTRACTORS AND CASUALS

It is agreed between the parties that prior to the use of contractors/casuals, consultation will take place with employees and will cover the nature of the job, expected duration, and expected number of casuals/contractors to be on site and when the job is needed.

Contractors/casuals will be used:

1. To meet peak/cyclic/intermittent work loads;
2. Where existing Brambles' employees are unable to perform the work due to time, expertise or injury;
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 25% over the Brambles' C10 rate.

Full-time casuals will be employed up to a maximum of three (3) months.

Where labour hire companies are used, they shall be reputable, registered firms with suitable insurances and OHS systems as approved by the Company.

All work performed by the contractors must be done safely and 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 Company and employees will address this area to see whether or not Brambles' employees should be trained to acquire the additional skills required.

SAFETY AND ENVIRONMENT PERFORMANCE

A dedicated and ongoing commitment is required by all workshop staff and employees in working safely, and striving towards a continued and genuine reduction in workplace incidents, accidents and injuries.

Employees and the Company shall ensure that all activities undertaken with the workplace and/or external sites comply with:

- 26.1 Occupational Health and Safety legislation, Regulations, Codes of Practice or relevant Australian or International Standards and requirements.
- 26.2 Environmental regulations and requirements.
- 26.3 Policies, work procedures and guidelines as determined by the Company and varied from time-to-time.

COMPANY ALCOHOL AND OTHER DRUGS POLICY

The Brambles Industrial Services Fitness for Work Policy and any associated procedures (as amended) shall apply to all employees (full- or part-time), contractors, casuals, labour hire workers and visitors. Where applicable, all Brambles Industrial Services employees will be subject to the policies and procedures for customer sites, and will comply with their requirements.

LOCAL CONTENT

The parties are committed to promoting the Australian manufacturing industry and will ensure that in regard to infrastructure and ancillary construction, raw materials and components for the project, Australian goods and products will be used according to competitive price, quality and practicality.

PRODUCTION FLEXIBILITY

Employees agree:

To continue working into, or through, rest breaks and/or meal breaks, when vehicles or equipment are required to satisfy customer needs. If necessary, take meals away from the workshop (or use alternative, suitable facilities for the taking of meals) to satisfy immediate customer requirements.

To work reasonable amounts of overtime, as requested and agreed.

To continue the self-management of call-out arrangements such that customer requirements for service are met.

CODE OF CONDUCT

This clause is to be read in conjunction with Brambles Australia Limited's Code of Conduct and Company policies. Each case will be dealt with on its own merits.

Aims:

This Code of Behaviour aims to provide a system for identifying and maintaining acceptable employee behaviour and rectifying persistent poor work performance in a positive way by:

- a. Identifying to the employee any behaviour that is unacceptable to BIS.
- b. Providing employees, through a counselling and disciplinary process, an opportunity to correct unacceptable behaviour and/or to rectify poor work performance.

- c. Ensuring that where unacceptable behaviour or poor work performance persists, despite counselling and disciplinary action, that any termination that may ensue is conducted in a manner that is demonstrably fair and just.

Obligations of Employees:

All employees of BIS are expected to:

- a. Carry out their duties and responsibilities to the limit of their competence and skill.
- b. Positively contribute to the achievement of the work objectives of the depot and this agreement, in line with Brambles values.
- c. Positively participate in approved, relevant training and to provide on the job instruction to others where appropriate.
- d. Comply with all work practices that are designed to promote the objective of a safe and healthy workplace.
- e. Comply with all reasonable and lawful instructions.
- f. Treat other employees, customers, associates and members of the general community with due respect, courtesy and good manners.
- g. Comply with the terms, conditions and commitment of the Enterprise Agreement.

Unacceptable behaviour or poor work performance may include but not be limited to the following:

- a. Consistent absenteeism without valid reason.
- b. Lack of application to duties and responsibilities.
- c. Derogatory speech or action.
- d. Failure to comply with legal, safe and reasonable instructions.
- e. Illegal, dishonest acts or acts which directly conflict with the interest of BIS.
- f. Intimidatory acts or assaults, including discrimination and harassment of any form.
- g. Drunkenness, intoxication or illicit drug use.
- h. Theft of Company or personal belongings.

Disciplinary Procedure

Any employee who willfully violates any Brambles' policy, procedure or code of behaviour may 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 may be given to the employee, and a copy placed on the employee's file.

If no further non-compliance occurs within 6 months of the date of the first written warning then this warning may 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 may be given to the employee and a copy placed on the employee's file. 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 may be disregarded so far as further discipline is concerned.

3. In the third instance involving the employee, immediate supervisor, manager and Union representative, termination of employment may occur if the improvement milestones are not met or further non-compliance occurs.
4. If the non-conformance is proved to be of a serious nature, eg serious accident involving equipment or others, serious customer complaints, serious neglect of duties, etc, then the Company may elect to suspend the employee without pay for a period of up to 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 that 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 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. At all times, facts will be used as the basis for settling the matter.

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.

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.

Should this examination identify a serious medical condition, consultation with the Company, the employee concerned and a Union representative will be undertaken regarding the impact of the condition on the individuals work capacity, if any.

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

BLOOD DONORS

Employees who attend during work hours shall be allowed the necessary leave of absence without loss of pay, but employees will make all reasonable efforts to attend the Blood Bank in their own time.

LICENCE INSPECTIONS

All workshop staff are required to produce their driver's licence, Workcover licences and other work-related qualifications upon request by the Company, for inspections and recording of details.

INCOME PROTECTION SCHEME

- 34.1 All employees who are parties to this Agreement shall be eligible for coverage by a single Sickness and Accident Income Protection Plan, approved and endorsed by the Union or employees.
- 34.2 The employer agrees to the collection of funds deducted from employee wages and be responsible for sending it off to the relevant insurance provider as advised by the Union or employees. This agreement allows for a Company contribution of 1.2% of base salary (including GST and Stamp Duty) to be paid to a nominated insurer of the Union or employees' choice. Brambles will allow the insurer to present its policy and package to all employees prior to signing up.
- 34.3 The Company will have no responsibility whatsoever with respect to the scheme's operation. Any changes to the scheme resulting in an increased cost shall be met by the employee.

The Company shall not alter the contributions until discussed and agreed with employees.

FACILITIES, CLOTHING AND EQUIPMENT

The employer shall continue to provide facilities to the satisfaction of the parties to this agreement including the provision of lockers, drinking and boiling water, appropriate protective clothing, heating and cooling, ventilation, and restroom facilities. Any disagreements about the adequacy of facilities shall be dealt with through the consultative process of this agreement and the disputes settlement procedure.

In each work area there shall be at least one employee who is trained and qualified to render First Aid.

The Company will continue to provide appropriate protective clothing, where protective clothing is expected to be worn.

Employees agree to wear the personal protective clothing and equipment as supplied. Failure to do so may lead to disciplinary action.

For the purposes of this clause appropriate protective clothing for women will be clothing designed for women.

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.

NO EXTRA CLAIMS

During the period of operation of the Agreement, the parties expressly agree that there will be no extra claims made in relation to any matter pertaining to the employment relationship, including but not limited to any terms and conditions of employment whether included in this Agreement or not.

DURESS

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

RENEGOTIATION

Renegotiation shall take place three (3) months prior to the end of the existing agreement.

SCHEDULE B: SIGNATURES OF THE PARTIES TO THIS AGREEMENT

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

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

APPENDIX 1 – Weekly Rates of Pay Applicable Under This Agreement

Note: Any Apprentices employed by the Company during the term of this Agreement will be paid under the Award, as varied.

WEEKLY RATES

Classification	% of C10	Rate on signature	Rate at months after signing.				
			6	12	18	24	30
C7	115.0%	\$ 983.59	\$ 993.43	\$ 1,013.29	\$ 1,033.56	\$ 1,054.23	\$ 1,075.32
C8	110.0%	\$ 940.83	\$ 950.23	\$ 969.24	\$ 988.62	\$ 1,008.40	\$ 1,028.56
C9	105.0%	\$ 898.06	\$ 907.04	\$ 925.18	\$ 943.69	\$ 962.56	\$ 981.81
C10	100.0%	\$ 855.30	\$ 863.85	\$ 881.13	\$ 898.75	\$ 916.72	\$ 935.06
C11	94.0%	\$ 803.98	\$ 812.02	\$ 828.26	\$ 844.82	\$ 861.72	\$ 878.95
C12	90.0%	\$ 769.77	\$ 777.46	\$ 793.01	\$ 808.87	\$ 825.05	\$ 841.55
C13	82.0%	\$ 701.34	\$ 708.36	\$ 722.52	\$ 736.97	\$ 751.71	\$ 766.75
C14	78.0%	\$ 667.13	\$ 673.80	\$ 687.28	\$ 701.02	\$ 715.04	\$ 729.35

HOURLY RATES

Classification	% of C10	Rate on signature	Rate at months after signing.				
			6	12	18	24	30
C7	115.0%	\$ 25.88	\$ 26.14	\$ 26.67	\$ 27.20	\$ 27.74	\$ 28.30
C8	110.0%	\$ 24.76	\$ 25.01	\$ 25.51	\$ 26.02	\$ 26.54	\$ 27.07
C9	105.0%	\$ 23.63	\$ 23.87	\$ 24.35	\$ 24.83	\$ 25.33	\$ 25.84
C10	100.0%	\$ 22.51	\$ 22.73	\$ 23.19	\$ 23.65	\$ 24.12	\$ 24.61
C11	94.0%	\$ 21.16	\$ 21.37	\$ 21.80	\$ 22.23	\$ 22.68	\$ 23.13
C12	90.0%	\$ 20.26	\$ 20.46	\$ 20.87	\$ 21.29	\$ 21.71	\$ 22.15
C13	82.0%	\$ 18.46	\$ 18.64	\$ 19.01	\$ 19.39	\$ 19.78	\$ 20.18
C14	78.0%	\$ 17.56	\$ 17.73	\$ 18.09	\$ 18.45	\$ 18.82	\$ 19.19

APPENDIX 2

Wage Classification	Classification Title	Minimum Training Requirement	Award Wage Relative to C10
C7	Engineering Technician - Level III Engineering Tradesperson - Special Class level II	Completed 9 modules of Advanced Certificate or equivalent. Cert III in Eng Trade + 36 points from appropriate bands A and/or B	115%
C8	Engineering Technician - Level II Engineering Tradesperson - Special Class Level I	Completed 6 modules of Advanced Certificate or equivalent. Cert III in Eng Trade + 24 points from appropriate bands A and/or B	110%
C9	Engineering Technician - Level I Engineering Tradesperson - Level II	Completed 3 modules of Advanced Certificate or equivalent. Cert III in Eng Trade + 12 points from appropriate bands A and/or B	105%
C10	Engineering Tradesperson] - Level 1 Production System Employee	Trade Certificate or Certificate III in Engineering. Engineering Production C III. Certificate III in Engineering - Production Systems	100%
C11	Engineering/Production Employee - Level IV	Production/Engineering Certificate II or equivalent. Certificate II in Engineering - Production Technology.	94%
C12	Engineering/Production Employee - Level III	Production/Engineering Certificate I or equivalent. Certificate II in Engineering - Production	90%
C13	Engineering/Production Employee - Level II	Up to 3 months in-house training. Certificate I in Engineering	82%
C14	Engineering/Production Employee - Level I	Up to 38 hours Induction Training	78%

APPENDIX 3 – Redundancy Agreement

(See separate Agreement)

APPENDIX 4

ESSENTIAL SERVICES

The parties to this agreement recognise that the services the Company provides to its customers are often vital to the continuous operation of their processes and, in such cases, represent an essential service.

Services that have been identified as “essential” are as follows:

- Kress Pallet Carriers at HCPD – one unit working at all times.
- 32-tonne ram trucks at HCPD – one unit working at all times.
- 32-tonne ram trucks at CPCM – one unit working at all times.
- 25-tonne ram trucks at Packaging Products – one unit working at all times.
- 988 loader at PCI plant – working at all times.
- 56t forklift at Slab Yard – two units working at all times.
- Speedshield© safety system – operational on all units to which fitted (once employees trained in maintenance of the system).
- Any piece of equipment that breaks down and is in a position that could cause a serious safety breach or injury.

Appendix 3

RETRENCHMENT AGREEMENT

between

**BRAMBLES INDUSTRIAL SERVICES
Port Kembla Branch**

and

**AMWU
Trading as
AFMEPKI Union**

1.0 APPLICATIONS

This agreement shall apply to all persons engaged on a fulltime basis by Brambles Industrial Services Port Kembla who are employed within the scope of the Metal and Engineering and Associated Industries (State) Award.

2.0 INTRODUCTION TO CHANGE

(i) The company's duty to notify

- a) Where the company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the company shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the company's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where the award specified in Clause 3 (i) makes provision for the alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

ii) Company's duty to discuss change

- a) The company shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause (i) above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- b) The discussion shall commence as early as practicable after a definite decision has been made by the company to make the changes referred to in subclause (i) above.

- c) For the purpose of such discussions, the employer shall provide to the employees concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided the company shall not be required to disclose confidential information which would adversely affect the employer.

3.0 ORDER OF RETRENCHMENT

i) Discussions before terminations

- a) Where the company has made a definite decision that the job being done by anyone pursuant to paragraph (a) of subclause (i) of clause 3 is not longer required, and that decision may lead to termination of employment, the company shall hold discussions with the employees directly affected and with the union to which they belong.
 - b) The discussions shall take place as soon as is practicable after the company has made a definite decision which will invoke the provisions of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations of the employees concerned.
 - c) For the purposes of the discussions the company shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out, provided the company shall not be required to disclose confidential information which would adversely affect the employer.
 - d) In the case of sale or transmission of a business, if a retrenchment is accepted and a redundancy package received then no transfer of employment shall occur. If the transfer of the employee to the purchaser does occur, no redundancy shall apply and the new employer shall recognise continuity of service.
- ii) Management will seek to maintain the most suitable mix of staff at all times, to meet the needs of the business and to ensure the ongoing viability of the enterprise.

- iii) The retrenchment process will ensure that skills and needs of the ongoing business are able to be met. However, in the event of all things being equal, the retrenchment will be on the basis of seniority in work area and the principle of "last on first off" shall apply.
- iv) Apprenticeship period is counted as time worked.

4.0 NOTICE

In order to terminate the employment of an employee, the company shall give four (4) weeks' notice or payment in lieu thereof. For employees aged 45 years and over at the time of notice, five (5) weeks' notice shall apply.

5.0 SEVERANCE PAY

Three (3) weeks per year of service or part thereof, plus notice period, to a maximum of fifty-two (52) weeks.

6.0 TIME OFF DURING NOTICE PERIOD

During the period of notice of termination given by the company, an employee shall be allowed up to eight (8) hours per week time off during each week of notice, without loss of pay, for the purpose of seeking other employment, subject to verification of attendance at interview.

7.0 LONG SERVICE LEAVE

As per the NSW Long Service Leave Act.

8.0 ANNUAL LEAVE

In addition to all legal entitlements, annual leave loading of 25% to apply to all pro rata accrued annual leave.

9.0 SICK LEAVE

All sick leave credits accrued in the employee's name shall be paid out on an ex gratia basis, and in line with Clause 17 of the AMWU Enterprise Bargaining Agreement.

10.0 SUPERANNUATION

To be paid as per Trust Deed or appropriate regulations.

11.0 ORDINARY PAY

Where reference is made in this document to "ordinary pay", it shall refer to the appropriate hourly rate being paid at the time of redundancy.

12.0 At the request of the employees, arrangement will be made for attendance at counselling and/or a financial adviser as appropriate. The selection of this adviser is the responsibilities of the employee.

13.0 In the event of the employee's death during a notice period as provided for in Clause 5, the redundancy package is to be paid into his/her estate.

14.0 An itemised account shall be given of all termination payments.

15.0 A Certificate of Service will be provided to all redundant employees.

16.0 All accrued flexi day hours to be paid out at the point of termination.

17.0 ALTERNATIVE EMPLOYMENT

The company will attempt to find alternative employment within the Brambles' Group of Companies in the local area.

Where suitable job vacancies occur up to six (6) months from the time redundancies take place and where contact numbers are available, retrenched employees will be notified of the vacancies and application for re-employment will be considered.