

REGISTER OF  
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA97/113

TITLE: Gardner Perrott, BHP Steelworks Newcastle Site, Enterprise Agreement

I.R.C. NO: 97/1622

DATE APPROVED/COMMENCEMENT: 9 May 1997

TERM: 9 November 1999

NEW AGREEMENT OR  
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 20

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to employees of Gardner Perrott undertaking work on the BHP Steelworks site graded from Level 1 to Level 5

PARTIES: Gardner Perrott, A Division of Brambles Australia Limited -&- The AWU - FIME Amalgamated Union, New South Wales





**GARDNER PERROTT**  
**B.H.P STEELWORKS**  
**NEWCASTLE SITE**  
**AGREEMENT**

## ARRANGEMENT

	CLAUSE NO.
TITLE	
TERM	2
SCOPE AND INCIDENCE	3
PERFORMANCE OF WORK	4a
RANGE OF PAY	4b
INCREASES DURING TERM OF AGREEMENT	4c
HOURS OF WORK	5
OVERTIME	6
SICK LEAVE	7
SHIFT WORK	8
PERSONAL AND PROTECTIVE CLOTHING	9
PAYMENT OF WAGES	10
PROCEDURES FOR RESOLVING CLAIMS, ISSUES AND DISPUTES	11
SUPPLEMENTARY EMPLOYEES	12
UNION MEMBERSHIP	13



1. TITLE

This Agreement shall be known as the GARDNER PERROTT, BHP Steelworks Newcastle Site, Enterprise Agreement 1996.



## 2. TERM OF AGREEMENT

This agreement shall operate from the date of registration and shall remain in force for **Thirty (30) Months** unless varied or terminated in writing by either party pursuant to the provision of the Industrial Relations Act 1991.



### 3. SCOPE AND INCIDENCE

1. This agreement shall be known as the GARDNER PERROTT, BHP Steelworks, Newcastle Site Agreement
2. The terms and conditions of this agreement shall apply to employees of GARDNER PERROTT undertaking work on BHP Steelworks Site
3. Where this Agreement is silent in respect to any matter reference shall be made to the Steelworks Employees (B.H.P.) Award, operating on the Newcastle site.
4. Where the terms and conditions of this agreement are inconsistent with the provisions of the Steelworks Employees (B.H.P.) Award then this Agreement shall prevail to the extent of any inconsistency, or omission.
5. This agreement has been entered into "without duress to any party"
6. This agreement shall not be used as a precedent to obtain similar benefits in other operations of Brambles Australia Limited



#### 4.a 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 the company and that the employee 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) Utilises the skills and knowledge the employee possesses on the Newcastle Steelworks without reservation
- g) Works reasonable overtime in addition to the rostered hours of duty if so required
- h) Uses, as directed by the Company or the BHP Supervisor, protective clothing and equipment provided at all times during each shift.
- i) Complies with the appropriate Occupational Health & Safety Regulations nominated by the Company
- j) Observes regulations published by the Company and BHP to provide an orderly and safe workplace, including keeping the workplace and equipment in a clean and safe condition.
- k) Complies with the Clause 11 of this Agreement Procedure for Settling Claims, Issues and Disputes.



#### 4.b RATES OF PAY

1.

GRADE	WAGE RATE
Level 5	\$610.20
Level 4	\$561.20
Level 3	\$515.80
Level 2	\$482.20
Level 1	\$464.40

note: The wage rates specified above includes a basic wage amount of \$121.40 per week



In addition to the rates prescribed in clause 4, the following disability rates will apply:

- i. A disability rate of .50 cents per hour will be paid for all hours worked And is to cover all working conditions which apply from time to time on the Newcastle Steelworks Site, for all employees working under the Waste Disposal Contract.
- ii. The disability rate will not apply to penalty or premium hours on overtime but will apply for the ordinary hours component of overtime
- iii. The rate does not apply to leave or non-working time.
- iv. The rate does not apply for employees who are in the main employed in workshops, stores or offices.

#### 2. CLASSIFICATION STRUCTURE

Employees shall be classified according to the following structure. Progression to a higher grade is conditional upon meeting the requirements. An Employee should not remain in Grades Two or Three longer than 12 months unless he has reached his level of suitability or can not achieve requirements for the next level.



Grade One requirements are:

- ▶ holds a class 1A drivers licence:
- ▶ has undergone the Company education program and a BHP Site Induction
- ▶ has been issued with and had explained the Company Operators Handbook
- ▶ has undergone Basic Equipment Familiarisation Safe Operating Procedures Training
- ▶ Work under direction of a Grade 3 or 4

This grading is for 6 months with automatic promotion to Grade Two

Grade Two requirements are:

- ▶ holds a class 3A licence and is eligible to obtain a Class 3 B licence
- ▶ is capable of operating either high pressure water blasting equipment or vacuum loading equipment;
- ▶ has successfully completed the following training
  - i basic water blasting
  - ii basic vacuum loading
  - iii basic first aid/CPR course
- ▶ **competent** to complete basic Company paperwork;
- ▶ work under direction of a Grade 3 or 4



All employees remain at this Grade until all skills of Grade Three are met.

Grade Three requirements are:

- ▶ holds a current 3B or 5B licence
- ▶ is competent to operate either high pressure water blasting equipment or vacuum loading equipment without direct supervision
- ▶ has successfully completed intermediate level high pressure water blasting course and a formal vacuum loading course
- ▶ **competent** to perform basic repairs to an SP9 gun
- ▶ has successfully completed confined spaces entry training
- ▶ is a holder of a **current** first aid certificate
- ▶ **competent** to complete all Company paperwork
- ▶ works under general supervision and provides on the job supervision to Grade 1 and 2
- ▶ ensures daily vehicle/equipment maintenance checks are under taken

Employees remain at this level until all skills of Grade Four are met.

Grade Four Requirements are:

- ▶ holds a current 5B licence
- ▶ **competent** to operate both high pressure water blasting and vacuum loading equipment with minimum supervision
- ▶ **operates** advanced high pressure water blasting equipment
  - ▶ **competent** to undertake basic repairs to water jetting and vacuum loading equipment
- ▶ has demonstrated leadership qualities and **undertakes** the following training:
  - i basic Industrial Relations (1 day)
  - ii Customer sales and service (2 days)
  - iii First line supervisor



Grade Five

Progression to Grade Five is upon selection by the Company and the number of people required will be deemed by the needs of the Industry.

Requirements are:

- ▶ possesses all operation requirements to Grade 4 standard
- ▶ has successfully completed first line supervisors course
- ▶ has demonstrable leadership qualities and **accepts** supervisory responsibility for Grade 1 to 4
- ▶ **undertakes** the following training:
  - i. basic financial management (1 day)
  - ii. supervisors OH&S course (1 day)
  - iii. train the trainers course (3 days)
  - iv. BHP supervisors induction

Any issues with training must be referred back to the Disputes Settlements Procedure.

#### 4.c INCREASES DURING TERM OF AGREEMENT

**It is agreed by the Parties that following wage increases in the Steelworks Employees (BHP) Award, discussions will be held with a view to agreement for similar increases to the Rates of Pay in this agreement clause.**

**Discussions will include any productivity/efficiency criteria which may apply to the Steelworks Award increases.**



## 5. HOURS OF WORK

- 1 The ordinary hours of works shall be an average of thirty eight (38) hours per week with a minimum of eight (8) and a maximum of **twelve (12)** hours worked in any twenty four (24) hour period.
- 2 The ordinary hours shall be worked Monday to Friday, inclusive, between the hours of 6 am and 6 pm.
- 3 Each day, Monday to Friday, inclusive, thirty minutes between the hours of 12 Mid-day and 12.30 pm shall be allowed for a meal
- 4 Provided that where the ordinary hours are to exceed eight (8) in a twenty four (24) hour period such arrangements shall be subject to agreement between the parties.



## 6. OVERTIME

- 1 All time worked in excess of or outside the ordinary working hours prescribed by this agreement shall be paid at the rate of time and one half for the first 2 hours and double time thereafter
2. For all time worked on Sundays, employees shall be paid at the rate of double time.

For all work done on a prescribed Public Holiday, employees shall be paid at the rate of double time and a half

3. Employees recalled to work overtime not continuous with ordinary hours shall be paid for a minimum of four (4 ) hours work at the appropriate rate.
4. When employees are required to work more than one and a half hours overtime continuous with ordinary hours a 20 minute crib break shall be treated as time worked

A further paid crib break shall be allowed after every four (4) hours of overtime completed

5. For overtime not continuous with ordinary hours an unpaid break not exceeding twenty (20) minutes after every four (4) hours overtime completed.
6. An employee required to work overtime continuous with ordinary hours for more than one and a half hours without having been notified the previous day that he/she would be required to work overtime shall be provided with a meal voucher to the value of \$6.50 for each meal



## 7. SICK LEAVE

An employee who is unable to attend for duty during his/her ordinary working hours by reason of personal illness or incapacity not due to his/her own serious and wilful misconduct shall be entitled to be paid at ordinary time rates of pay for the time of such non attendance subject to the following:-

- a) An employee shall not be entitled in respect of any year of continued employment to sick pay for more than the number of ordinary hours specified in paragraph (b) of this sub-clause
- b) The number of ordinary working hours referred to in paragraph (a) of this sub-clause shall be;
  - i. in the case of an employee with less than 1 years continuous employment 5 days
  - ii. in the case of an employee with 1 or more years continuous employment 8 days
  - iii. In the case of an employee with 10 or more years continuous service 10 days.
- c) The rights under this clause shall, for the unused balance, accumulate from year to year up to a maximum of 13 years
- d) An employee shall inform the employer at least 1 hour prior to the commencement of duty of the inability to attend for duty, estimated duration of absence, the reason for absence & whether it is related to a work injury.
- e) An employee should notify duration of absence prior to 3.00pm on day of absence wherever possible and shall within 24 hours of the commencement of such absence inform the Company of the nature of the illness or incapacity
- f) An employee shall provide, for absences of 2 or more consecutive days duration, proof to the satisfaction of the Company within 3 days of absence occurring.
- g) Single day absences



## 8. SHIFT WORK

Shift workers on other than continuous work for all time worked on a Saturday, Sunday or Public Holiday shall be paid the following:

- 1) Saturday - time and a half first two (2) hours + double time thereafter
- 2) Sunday - double time
- 3) Public Holidays - double time and a half



Such extra rates shall be in lieu of any shift premiums

When shifts fall partly on a Sunday or a Holiday, that shift, the major portion of which falls on a Sunday or Holiday shall be regarded as a Sunday or Holiday Shift.

Provided that the time worked by an employee on a shift commencing between 11.00pm and midnight on the day preceding a Sunday or Holiday and extending into such Sunday or Holiday shall be regarded as time worked on such Sunday or Holiday.

Where shifts commence between 11.00pm and midnight on a Sunday or Holiday, the time so worked shall not entitle the employee to the Sunday or Holiday rate

Shift workers while working the following shifts:

- 1) Night shift, Afternoon Shift
- 2) Night shift only
- 3) Afternoon shift only

Will be paid at the rate of \$16.00 per shift

## 9. PERSONAL AND PROTECTIVE CLOTHING

1. Upon commencement each employee shall be issued sufficient overalls to undertake their duties. A laundry service will be provided by the Company at no cost to the employee. Supply of these overalls and laundry service is conditional upon the employee ensuring dirty overalls are placed at their nominated collection point for laundering and the equivalent number of cleaned overalls are returned. Any loss of overalls will be at the employees expense. Employees will be issued with 1 Bluey Jacket + 1 pair of Safety Footwear upon commencement & annually thereafter.
  
2. Where the nature of the working conditions dictate, the following protective equipment shall be issued:
  - a) safety helmet
  - b) masks
  - c) goggles
  - d) spats
  - e) gloves
  - f) wet weather gear



Provided that where our employee attends for duty without the necessary personal and protective equipment the Company may stand down such employee without pay.

3. Personal and protective equipment shall be replaced on a fair wear and tear basis, on presentation of damaged/unusable items.

All employees are to ensure the use of correct clothing/equipment as required under the Occupational Health & Safety Act and specific site requirements.



## 10. PAYMENT OF WAGES

- 1) Wages shall be paid weekly on a day no later than Thursday
- 2) Payment shall be made by electronic funds transfer into a bank account nominated by the employee.



## 11. PROCEDURES FOR RESOLVING CLAIMS, ISSUES AND DISPUTES

All parties to this Agreement recognise and accept that people have differing views and hence, conflict will arise from time to time. To ensure the credibility of the Company and the job security of employees, it is agreed that it is in the interests of all parties to manage the resolution of conflict by means which do not damage the Company's business or its client relationships.

To enable claims, issues and disputes to be progressed while work proceeds normally and without interruption, the procedures outlined in this clause will apply.

Employee/s and/or delegate of the union/s will place the claim, issue or dispute before the front line supervisor. This group will take all reasonable steps to settle the matter together.

Failing agreement, all parties will place the claim, issue or dispute before the site manager. This group will take all reasonable steps to settle the matter.

If the claim, issue or dispute remains unsettled, the delegate/s and/or employee/s will contact their union official immediately who will arrange a conference with Company management in order to try to settle the matter.

If the claim, issue or dispute remains unsolved at this stage, then the parties **will** refer the matter to the Australian Industrial Relations Commissions for its assistance.



The above procedures will be progressed quickly, but reasonable time limits will be applied.

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.

If the above 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.

## 12. SUPPLEMENTARY EMPLOYEES

A "supplementary employee" shall mean a person trained and equipped by the Company consistent with the following:

- a) Persons prepared to work on an at call basis to meet immediate work force shortages and operational requirements on any day of the week, on either day or night work, for a minimum of four (4) hours
- b) Such persons will be given the opportunity to work from time to time, as an opportunity arises outside the BHP site to ensure that skill levels are maintained.
- c) All supplementary employees shall be paid the appropriate rate for the work performed plus 20% **which is in lieu of all other entitlements (Inc Public Holiday and Annual Leave payment)**
- d) All supplementary work force numbers shall be limited to six (6) at any given time
- e) Such pool of supplementary employees is not intended to replace positions of full-time employees or impact upon their job security.
- f) Supplementary employees will be called on to work by GARDNER PERROTT to supplement the permanent work force in the event of:
  - i. a shortage of labour due to leave arrangements
  - ii. a shortage of labour due to training commitments
  - iii. to maintain or enhance the skill development of a supplementary employee; or
  - iv. for any other reason where contractual requirements are threatened.
- g) Preference will be given to supplementary employees, who are considered satisfactory and meet company criteria for permanent employment when permanent positions become available.



### 13. UNION MEMBERSHIP


The Company shall, under the terms of this Agreement, give preference of employment to such employees who are members of the Australian Workers Union.

Such preference shall apply to all conditions of this Agreement and shall include at the point of engagement, advancement or regrading, access to overtime, annual leave rostering and retention in employment




SIGNATURE PAGE

Signed for and on behalf of the Australian  
Workers Union (AWU-FIME)

  
22nd Nov 1996

Signed for and behalf of GARDNER PERROTT,  
Northern New South Wales.

A Division of Brambles Australia Limited

  
22 Nov 1996