

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/199

**TITLE: Thiess Services Pty Ltd Waste Management Facilities
Employees Enterprise Agreement 2004**

I.R.C. NO: IRC5/2519

DATE APPROVED/COMMENCEMENT: 1 June 2005 / 1 June 2005

TERM: 24

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 19 August 2005

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Thiess Services Pty Ltd, located at 43, Fourth Avenue, for work performed in and in connection with land filling and the recycling of recyclable materials of the Blue Mountains Waste Management Facilities in Katoomba, Blaxland and Windsor, New South Wales, or any other location in the area of the City of the Blue Mountains and Windsor, who fall within the coverage of the Transport Industry - Waste Collection and Recycling (State) Award.

PARTIES: Thiess Services Pty Limited -&- the Transport Workers' Union of New South Wales

THIESS SERVICES PTY LTD WASTE MANAGEMENT FACILITIES EMPLOYEES ENTERPRISE AGREEMENT 2004

The following terms have been agreed between the parties for terms and conditions of employment for employees of Thiess Services Pty Ltd at the Blue Mountains Waste Management Facilities (Katoomba and Blaxland), and Hawkesbury Waste Management Facility (Windsor).

1. Title

This Agreement shall be referred to as the Thiess Services Pty Ltd Waste Management Facilities Employees Enterprise Agreement 2004.

2. Arrangement

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3. Application

This Agreement shall be binding on Thiess Services Pty Ltd (hereinafter referred to as "TS") and employees of TS who are required to carry out work covered by this Agreement being work performed in and in connection with land filling and the recycling of recyclable materials at the Blue Mountains Waste Management Facilities in Katoomba, Blaxland and Windsor, New South Wales, or at any other location in the area of the City of the Blue Mountains and Windsor, and being the work generally described under the Award and where work is to be performed consistently with the provisions of this Agreement.

4. General Conditions

The provisions of the Award shall apply to TS and the employees of TS, except insofar as such provisions are varied by the provisions of this Agreement.

5. Definitions

- (i) "Commission" shall mean the Industrial Relations Commission of New South Wales.
- (ii) "Company" shall mean Thiess Services Pty Limited.
- (iii) "The Award" shall mean the Transport Industry - Waste Collection and Recycling (State) Award.

- (iv) "The Act" shall mean the Industrial Relations Act 1996.
- (v) "The Union" shall mean the Transport Workers Union of Australia, NSW Branch.

6. Intent of Parties

This Agreement has been developed through a process of consultation and negotiation between the Union, the employees and TS reflecting a recognition of the needs of TS and a commitment by all parties to establish efficient, productive and effective operations. It is the intention of the parties to provide and maintain a framework which will ensure that the spirit and substance of the Agreement endures to the benefit of all those affected by it.

To this end, the Union, the employees and TS are dedicated to:

- 6.1 Establishing terms and conditions of employment based on the specific needs of the business;
- 6.2 Ensuring that TS facilities operate in a manner which will enhance and optimise cost-effective excellence and performance, with changes in technology and work procedures and practices contributing to and maintaining this position;
- 6.3 Seeking continuous review and improvement in agreed measures of safety, work place and performance quality and work environment, together with employees willing to accept responsibility for outcomes in these respects;
- 6.4 Ensuring that work can be undertaken in a fully flexible manner without demarcations, limitations on performance or restrictions on locations and is subject only to the restrictions imposed by individual skill and knowledge levels and by committing to reduce these restrictions by the sharing of skills and knowledge through training and rotation of all employees across all operations covered under this Agreement;
- 6.5 Establishing and maintaining open and direct communication with all employees on matters of mutual interest and/or concern;
- 6.6 Avoiding any action which disrupts or dislocates continuity of work and customer service through a commitment to a process which seeks to deal with and resolve employee concerns, of whatever type or nature, speedily and effectively through prompt, full and open communication and an agreed process of consultation and negotiation, initially less formally at the site level but, if not thereby resolved, through a formal dispute resolution procedure;
- 6.7 Establishing, supporting and maintaining standards of work performance, conduct and attendance which will maximise a safe, productive and efficient operation;
- 6.8 Further, to promoting self esteem and group morale necessary to achieving a workplace where the employees accept responsibility for their individual performance and quality of output, as well as that of the work section or enterprise as a whole;
- 6.9 Ensuring that employees receive a proper level of reward measured against their work performance, with opportunities for career advancement through both lateral promotional progression, together with job security and maximised quality of working life; and
- 6.10 Establish a training program that will enhance the performance quality of all employees and provide the necessary skills for advancement through the classification structures and equal opportunity of employment for all employees.

7. Contract of Employment

- 7.1 Employees under this Agreement shall be engaged either as Full Time, Part Time, or Casual, and shall perform prescribed duties over a three-week cycle of work as provided in Clause 8 hereof. Employees

shall be paid at the rate of pay prescribed in Clause 9 hereof for the performance of such duties, whether or not they perform the said range of duties, particularly those duties requiring the operation of machinery. This Agreement recognises that the employees will be engaged in the following percentages of their time over the three-week cycle in their respective work undertakings.

ITEM	DESCRIPTION	PERCENTAGE
1	Operating the following landfill equipment: <ul style="list-style-type: none"> • waste compactor • loader • excavator 	42%
2	Performing the following associated duties relating to recycling, sorting and facility services: <ul style="list-style-type: none"> • Loading recycling containers • Using cardboard baler • Operating water cart • Operating forklift • Operating backhoe • Erecting and maintaining silt fences • Checking and turning on leachate pumps • Competing routine documentation associated with activities • Checking plant and completing daily check lists 	45%
3	The following general duties: <ul style="list-style-type: none"> • Assisting and directing public in relation to unloading and tipping of material • Picking up litter • Cleaning out drains • General housekeeping around site office and amenities 	13%

- 7.2 The wage rate provided in Clause 9 hereof has been averaged and factored on the basis that the foregoing arrangement of work represents a dissection of work classifications performed by employees over the period of the roster.
- 7.3 It is a condition of employment that all employees adhere to the Company's Health, Safety and Environmental Policies, equal Opportunity and Sexual Harassment and other relevant Company Policies and Procedures, and attend any training or education sessions provided regarding such Policies and Procedures.
- 7.4 The first twelve weeks of employment shall be a probationary period during which period employment may be terminated by either the Company or an employee on the giving of one week's notice in writing to the other party.
- 7.5 All employees may be rotated between all of the operations covered by this Agreement.

8. Rosters

- 8.1 Employees shall work an average three-week cycle pursuant to a roster providing for a rotation of weekly hours of work over the three-week period, providing for employees to work sixteen days out of the available twenty-one days during the three-week cycle, each day of up to eight hours ordinary time pursuant to the rate provided in clause 9.1 hereof.
- 8.2 The roster will provide for employees to work in either of the following arrangements:
- (A)
- (i) Monday to Saturday with Sunday off;
 - (ii) Monday to Sunday;

- (iii) Monday and Tuesday off, work Wednesday, Thursday and Friday with Saturday and Sunday off; OR
- (B) Wednesday through Sunday inclusive; OR
- (C) Monday through Friday, inclusive; OR
- (D) Such other arrangement as may be agreed between TS and an employee(s), which is consistent with the rate of pay prescribed in Clause 9 hereof,

8.3 A sample of the roster for employees covered as at the time of making this Agreement is scheduled hereto.

9. Rates of Pay and Overtime

9.1 Rates

The rates of pay applicable at the commencement of this agreement are:

Ordinary time		\$18.3000 per hour
Overtime	- first two hours (time and one half)	\$27.4500 per hour
	- double time	\$36.6000 per hour

These rates are to be modified as per Clause 9.4.

9.2 The ordinary time rate represents an average rate of pay having regard to the classifications in the Award and all relevant allowances including travel allowances.

9.3 Overtime

- (i) All hours work which exceed eight on any one day, or for hours which are worked on Saturday shall be paid at the rate of time and one half for the first two hours and double time thereafter.
- (ii) All hours of work which are worked on a Sunday shall be paid at double time.
- (iii) All hours worked on a Public Holiday shall be paid at the rate of time and one half for all hours worked in addition to the employee's normal pay for the day, except for Christmas Day and Good Friday which shall be paid at the rate of double time for all hours worked (with a minimum of eight hours) in addition to the employee's normal pay for the day. No payment shall be made to the employees who are not rostered to work and do not work on any Public Holiday.
- (iv) All full time employees who are required to work on days which are not within their normal roster shall be paid at the rate of time and one half for the first two hours and double time thereafter. Employees working under these circumstances shall be paid for not less than four hours work on any day.
- (v) Item (iv) will not apply in cases where full time employees are required to work on account of another employee taking a rostered day off (RDO), in which case the employee will be paid at the ordinary rate of pay (or overtime rates in accordance with Items (i-iii) where applicable).
- (vi) Rostered days off may be taken on any day agreed to by the parties and will be paid at the ordinary rate for a total of eight hours.

9.4 Variation

The rates of pay provided hereabove shall be increased by 2.5% at the anniversary of this agreement. The final variation so provided will be the rate to apply up to and including the second anniversary of the date of signing, and thereafter until such time as the rates are varied by the parties.

10. Part-Time Employees

- 10.1 Part-time employees may be engaged to work a regular number of hours on any seven days of the week, at the hourly rate prescribed for full-time employees but which shall be for not less than four hours on any day on which the part-time employee works.
- 10.2 Otherwise the provisions of the Award shall apply.

11. Casual Employees

- 11.1 Casual employees may be engaged to work an irregular number of hours on any seven days of the week, at the hourly rate prescribed for full-time employees but which shall be for not less than four hours on any day on which the Casual employee works.
- 11.2 Casual employees shall be paid, in addition to the hourly rate prescribed for full-time employees, a loading of 20%, plus 1/12th on account of Annual Holiday Pay entitlement.
- 11.3 Otherwise the provisions of the Award shall apply.

12. Sick Leave

- 12.1 All existing sick leave which an employee has accrued at the time of the commencement of this Agreement will be retained by the employee.
- 12.2 An employee may elect to be paid out for all accumulated sick leave provided that, at the time of pay-out, the employee maintains no less than five days accumulation on account of sick leave.
- 12.3 An employee who is regularly rostered to work overtime, but reports in sick on the day that overtime is rostered to be worked, is entitled to claim for sick leave, at the employee's ordinary rate of pay, subject to the employee producing a medical certificate supporting the claim that the employee was unable to work on the day.

13. Training

As part of the Company's overall commitment to developing a better informed and educated workforce, the Company may establish in-house courses and information sessions for appointed delegates or other representatives. The Company shall allow leave to attend trade union training courses as per Transport Industry - Waste Collection and Recycling (State) Award.

14. Superannuation

Superannuation contributions will be as per the SGC which is currently 9%. These contributions will be based on the employee's gross weekly earnings at the time of the contribution and will be paid into a Superannuation fund as agreed between the employees and the Company.

15. Termination

This section does not apply to employees engaged on a casual basis or employees serving a probationary period. It applies to full-time and part-time employees who are not serving a probationary period, and to non-probationary fixed term employees where termination is sought prior to the expiration of the fixed term.

15.1 Notice of Termination by TS

When terminating the employment of a full-time employee TS shall give a minimum period of notice consistent with the table below:

Period of Continuous Service	Period of Notice
Up to the completion of 1 year	1 week
1 year and up to the completion of 3 years	2 weeks

3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

Where an employee is over 45 years of age at the time of termination and has a period of continuous service with TS in excess of two years, the employee shall be entitled to one week's notice in addition to that prescribed above.

Payment in lieu of the notice prescribed in the table above shall be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

In calculating the amount payable for payment in lieu of notice, the Base Hourly Rates provided for in Clause 9 of this Agreement shall be multiplied by 38 hours to give the equivalent of one week's pay.

The period of notice in this Clause shall not apply in the case of dismissal for conduct that justifies instant dismissal or in the case of casual employees or employees serving a probationary period.

15.2 Notice of Termination by Employee

The notice of termination required to be given by a full-time employee shall be a minimum of one week, or as mutually agreed. Such notice shall be given in writing by the employee.

15.3 Statement of Employment

TS shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of, or the type of work, performed by the employee.

15.4 Abandonment During Notice Period

Where an employee has given or been given notice of termination of employment, he or she shall continue in employment until the date of the expiration of such notice, or until an earlier date by mutual agreement between the employee and TS. Any employee who, having given or been given such notice, who is absent from work without reasonable cause during such period, shall be deemed to have abandoned employment and shall not be entitled to payment for work done within that period. Nothing in this Clause shall prevent TS making payment in lieu of notice.

15.5 Summary Dismissal

TS shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal and in such cases the wages shall be paid up to the time of dismissal only.

16. Redundancy

16.1 It shall be a valid reason for TS to retrench the employees on account of redundancy in the event that the head contracts for the performance of the work covered by this Agreement are terminated, or reduced.

16.2 Prior to any proposed retrenchments being advised to employees, TS will consult with all employees in relation to the reasons why the redundancies have come about and to examine any possible options for the employees.

16.3 A retrenched employee shall be entitled to the benefit of Clause 19 of the Award, including the period of notice set out therein.

16.4 In addition to the notice, employees shall be entitled to a settlement payment in accordance with the following scale:

Length of continuous service by employee	Rate for calculation of amount of severance payment	
	If employee under 45 years	If employee 45 or more

	of age	years of age
Less than 1 year	Nil	Nil
1 years and more but less than 2 years	4 weeks pay	5 weeks pay
2 years and more but less than 3 years	7 weeks pay	8.75 weeks pay
3 years and more but less than 4 years	10 weeks pay	12.5 weeks pay
4 years and more but less than 5 years	12 weeks pay	15 weeks pay
5 years and more but less than 6 years	14 weeks pay	17.5 weeks pay
6 years and more	16 weeks pay	20 weeks pay

17. Settlement of Disputes

The parties have agreed that the following settlement of disputes procedure shall apply with respect to any matter arising out of, or in connection with, this Agreement:

- (i) The matter should first be discussed at the workplace level between employees and relevant management. If an employee so requests, the Union delegate will be involved in such discussion;
- (ii) If the matter is not settled, discussions shall occur between the appropriate Union official and management;
- (iii) If the matter is still not settled, it shall be discussed between the Branch Secretary (or nominee) of the Union and the Company;
- (iv) If the matter is still not settled it shall be submitted to the Commission which shall conciliate the matter;
- (v) The Commission may make a determination, which is binding on the parties where there is no likelihood that, within a reasonable period, conciliation or further conciliation will result in agreement.

Whilst the above procedures are being followed, pending the implementation of any agreement reached at any step of the process, it is an express condition of this Agreement that work will proceed as normal and without limitation. For its part, the Company agrees that it will seek to maintain the status quo during such negotiations. PROVIDED THAT:

- (i) In the event the dispute has arisen over the termination of an employee, the Company shall have the option of suspending the employee for a period of notice for which the employee has been paid in lieu;
- (ii) In the case of a situation where employees have a genuine concern for their safety and welfare, employees may suspend work in the area of work which has given rise to the concern. In this event, the Company's policies and procedures, together with relevant legislation shall apply. Work outside this area or locality shall continue as normal;
- (iii) If there is any unnecessary delay (that is, exceeding 48 hours, except where it is agreed to exceed 48 hours), in any of the above steps either party can move to the next step of the procedure or refer the matter to WorkCover and/or to the Commission for its intercession as is appropriate.

All parties to this Agreement give a positive commitment to following the steps laid down for resolving disputes and/or grievances as they arise. Specifically, no such industrial action shall be taken by any party against any other until all such steps have been exhausted.

18. No Extra Claims

It is a term of this Agreement (arising from decisions of the Commission in various State Wage Case decisions), that the employees, either by themselves or agent acting on their behalf, will not pursue during the currency of this Agreement, any extra claims, award or over-award, except where consistent with the principles determined by any such decision.

19. Declaration

This Agreement has been negotiated through extensive consultation between the TS representatives and the Union. The content of the Agreement has been canvassed between TS, the Union and the employees concerned, or potentially concerned. All parties entering into this Agreement, or affected by its coverage, have done so with full knowledge as to its content, the effect of implementation of its provisions and the effect of certification hereof.

20. Operative Date

This Agreement shall commence from the date of ratification by the Commission and shall continue to operate for a period of two years from that date.

21. Review of Application of Agreement

- (i) The parties shall continue to review the application of this Agreement, in order to ensure that it is, so far as practicable, meeting its objectives.
- (ii) TS may enter into an agreement with employees with respect to the foregoing provisions varying the said provisions to meet either the needs of TS or the employees or any of them. If agreement is not reached at this level, the issue shall be referred under the processes for settling disputes herein.
- (iii) In particular, the parties shall meet from time to time, consider applying to the wage rates under this Agreement, a variation consistent with community movements or to reflect productivity achievements under the Agreement.

22. Re-Negotiation of Agreement

In addition to the particular review of the operation of this Agreement, the parties shall commence negotiations no later than three months prior to the expiry of this Agreement with a view to agreeing on provisions for a new Agreement to have effect from the expiry of the term hereof, subject to the provisions of the Act.

In witness the parties have signed hereto on the day of 2005.

For and on behalf of Thiess Services Pty Ltd by authority of the Board of Directors

Witness:

Signed for the Transport Workers Union of Australia, New South Wales Branch by

Witness