

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/86

**TITLE: Cleanaway Blacktown Depot (Blacktown Recycling, Penrith Recycling, Canada Bay and Hawkesbury Clean Up Contracts) Enterprise Bargaining Agreement 2005**

**I.R.C. NO:** IRC6/495

**DATE APPROVED/COMMENCEMENT:** 21 February 2006 / 21 February 2006

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** Replaces EA04/3.

**GAZETTAL REFERENCE:** 3 March 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 16

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees of Cleanaway, a division of Brambles Australia Limited, engaged at the Company's Blacktown depot and in the performance of the Blacktown Recycling, Penrith Recycling, Canada Bay and Hawkesbury Clean Up Contracts, who fall within the coverage of the Transport Industry - Waste Collection and Recycling (State) Award.

**PARTIES:** Brambles Australia Limited t/as Cleanaway -&- the Transport Workers' Union of New South Wales

# **CLEANAWAY BLACKTOWN DEPOT**

**BLACKTOWN RECYCLING, PENRITH RECYCLING, CANADA BAY  
and HAWKESBURY CLEAN UP CONTRACTS**

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## **ENTERPRISE BARGAINING AGREEMENT**

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**2005**

### **1.0 TITLE**

This Agreement shall be referred to as the Cleanaway Blacktown Depot (Blacktown Recycling, Penrith Recycling, Canada Bay and Hawkesbury Clean Up Contracts) Enterprise Bargaining Agreement 2005.

### **2.0 ARRANGEMENT**

This Agreement is arranged as follows:

Clause No.

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### 3.0 APPLICATION

This Agreement shall apply to all employees engaged in classifications set out in the Transport Industry – Waste Collection and Recycling (State) Award, whether members of the Union defined in subclause 4(c) or not, and engaged in the performance of the Blacktown Recycling, Penrith Recycling, Canada Bay and Hawkesbury Clean Up Contracts.

### 4.0 PARTIES BOUND

The parties to this Agreement are:

- a) Cleanaway, an operating division of Brambles Australia Limited, (the “**Company**”);
- b) All employees engaged in classifications set out in the Transport Industry – Waste Collection and Recycling (State) Award whether members of the Union listed in subclause (c) or not at the Cleanaway Blacktown Depot and engaged in the performance of the Blacktown Recycling, Penrith Recycling , Canada Bay and Hawkesbury Clean Up Contracts (“**Employees**”),; and
- c) Transport Workers Union, NSW Branch (the “**Union**”).

### 5.0 PERIOD OF OPERATION

This Agreement shall operate from the date of approval of the Agreement by the NSW Industrial Relations Commission and shall remain in force for a period of three (3) years.

### 6.0 RELATIONSHIP TO AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Transport Industry – Waste Collection and Recycling (State) Award, as varied, provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall take precedence to the extent of the inconsistency.

## **7.0 NO EXTRA CLAIMS**

It is agreed by the parties to this agreement that:

- (a) any wage movements arising during the life of this Agreement from State Wage Case decisions shall be absorbed against the wages set out in this Agreement;
- (b) Up to the nominal expiry date, the union and employees will not pursue any extra claims relating to wages or conditions of employment whether dealt with in the agreement or not; and
- (c) Up to the nominal expiry date, the union/s and employees will not take any form of industrial action.

## **8.0 DISPUTE SETTLEMENT PROCEDURE**

8.1 The parties to this Agreement will operate under this Dispute Settlement Procedure and it is the intention of the parties that the Procedure will be strictly adhered to for any issue, local or national.

In view of the guarantee of service outlined in subclause 8.3, it is specifically acknowledged by the parties that failure to comply with the Dispute Settlement Procedure will remove from the Company a considerable benefit of this Agreement.

8.2 The Dispute Settlement Procedure shall be:

8.2.1 All matters shall be attempted to be resolved within the workplace.

8.2.2 The following steps shall be followed until the matter is resolved:

8.2.2.1 Any matter shall first be discussed between the employee and Supervisor.

8.2.2.2 Should the dispute not be resolved between the employee and his Supervisor, the employee may request an employee representative including a Union Delegate to consult with the Supervisor on the matter.

8.2.2.3 If the dispute is not resolved at the above level, the matter will be discussed between the employee representative / Union Delegate and the Depot Manager/Branch Manager.

8.2.3 If the matter cannot be resolved within the steps identified in subclause 8.2.2, discussions involving the State Secretary/Union Organiser, Divisional Manager and relevant Company officials shall take place. This could include the Company's Employment Services Department.

8.2.4. If the matter still cannot be resolved, it may be referred by either party to the New South Wales Industrial Relations Commission (IRC) for its assistance in resolution of the matter.

8.2.5 During the processes outlined in this provision there shall be no disruption to the Company's commercial operations.

### 8.3 Continuity of Service

The Union members employed by the Company will make best endeavors to undertake that during the life of this Agreement, industrial action will not be utilised to disrupt the availability of labour to work in accordance with the requirements of the Company's business undertakings.

8.4 No party shall be prejudiced as to final settlement by the continuance of work.

8.5 The circumstances which applied immediately prior to the dispute arising shall continue until final resolution of the matter.

The only qualification to the undertaking for continuity of service is the requirement that work be capable of being carried out in a manner consistent with Occupational Health and Safety.

## 9.0 AGREEMENT OBJECTIVES

The objectives of this Agreement are to promote:

### ***Service Concept***

- Responding to service users (Residents and Supervisors) in an efficient and timely manner.

### ***Quality Assurance***

- Employees co-operating in continued Quality Assurance accreditation including the completion of necessary paperwork.

### ***Occupational Health Safety & Environment***

- Compliance by the Company with it's and the employees with their statutory Occupational Health and Safety obligations to prevent accidents and workplace injuries.
- The recognition, individually and collectively, of the responsibility to respect and care for the environment in which work is performed.

### ***Employee Relations***

- The avoidance of industrial action as a means of resolving problems by working to finality the agreed conflict resolution procedures i.e. exhausting all avenues to resolve problems so as to develop a dispute free workplace culture.
- The maintenance of an environment where individuals work as a team to co-ordinate their efforts and operate as an efficient and effective group.
- Openness and trust which delivers positive employee relations benefits to all participants.
- Leadership, which exhibits consideration for people, promotes trust and teamwork and empowers people to improve their work processes.
- The growth and retention of permanent employment.

## ***Commitment to Technological Advancement***

- The parties recognise the need for the implementation of new technology to allow the business to remain competitive and expand.
- The Company will consult with employees prior to implementation of technology changes to ensure that they are practical.
- The Company will supply appropriate training.

## **10.0 CONSULTATIVE PROCESS**

- 10.1 A Consultative Committee may be established of an agreed number of management and elected workforce representatives. Unless otherwise agreed this shall be two (2) management and two (2) workforce representatives.
- 10.2 The Committee may meet not less than once per quarter to:
- 10.2.1 Oversee the successful implementation of the terms of this Agreement and
  - 10.2.2 Develop further the prospects for improved business performance.
- 10.3 Any dispute arising from matters under consideration by the Consultative Committee shall be dealt with in accordance with the Dispute Settlement Procedure.

## **11.0 CONTRACT OF EMPLOYMENT**

### **11.1 Employment Categories**

Employment under this Agreement may be full time, part-time or casual.

### **11.2 Probationary Period**

An employee other than a casual employee shall be subject to a three (3) month probationary period.

### **11.3 Full Time Employment**

A full time employee is a weekly employee other than a part-time employee or a casual employee.

### **11.4 Part-time Employment**

- 11.4.1 A part time employee is a weekly employee who is required to work less than 38 ordinary hours per week. An employee so engaged shall be paid per hour one thirty-eighth of the weekly rate prescribed by clause 12 for the classification in which the employee is engaged. Furthermore a part time employee shall receive a minimum payment of 7.6 hours for each rostered day engaged. A part-time employee's roster may be changed given seven (7) days notice to the employee.
- 11.4.3 Leave provisions shall apply to part-time employees. The payment for such entitlements shall be calculated on a proportional basis.

- 11.4.4 Part-time employees may be offered additional work outside of the roster up to 38 hours per week at ordinary pay. A part time employee shall receive a minimum payment of 4 hours for any day engaged outside of their normal roster.
- 11.4.5 Overtime rates are to be paid after work in any one day outside of the requirements of Clause 14 - Hours of Work.

## 11.5 Casual Employment

- 11.5.1 A casual employee is an employee engaged as such and paid by the hour.
- 11.5.2 A casual employee while working ordinary hours shall be paid per hour one thirty-eighth of the weekly rate plus 20% casual loading.
- 11.5.3 A casual employee shall be paid for a minimum of 4 hours work in any engagement.
- 11.5.4 The number of casual and part-time employees engaged on a regular basis shall not exceed one quarter of the number of regular permanent employees.
- 11.5.5 Casuals who are employed on a regular, systematic and continuous basis for a period of six (6) months may be offered permanent employment on a full time or part time basis subject to a permanent regular position being available that is expected to continue for at least the next twelve months.

## 12.0 CLASSIFICATIONS & WAGE RATES

The following base wage rates shall apply during the life of this Agreement:

Grade	Current Rate	1 <sup>st</sup> Nov 2005	1 <sup>st</sup> May 2006	1 <sup>st</sup> Nov 2006	1 <sup>st</sup> May 2007	1 <sup>st</sup> Nov 2007	1 <sup>st</sup> May 2008
		2%	2%	2%	2%	2%	2%
A1	\$604.76	\$616.86	\$628.95	\$641.05	\$653.14	\$665.24	\$677.33
A2	\$648.49	\$661.46	\$674.43	\$687.40	\$700.37	\$713.34	\$726.31
A3	\$680.78	\$694.40	\$708.01	\$721.63	\$735.24	\$748.86	\$762.47
A4	\$713.98	\$728.26	\$742.54	\$756.82	\$771.10	\$785.38	\$799.66
B1	\$691.72	\$705.55	\$719.39	\$733.22	\$747.06	\$760.89	\$774.73
B2	\$708.84	\$723.02	\$737.19	\$751.37	\$765.55	\$779.72	\$793.90
B3	\$733.48	\$748.15	\$762.82	\$777.49	\$792.16	\$806.83	\$821.50
B4	\$748.62	\$763.59	\$778.56	\$793.54	\$808.51	\$823.48	\$838.45
B5	\$779.85	\$795.45	\$811.04	\$826.64	\$842.24	\$857.84	\$873.43
B6	\$800.93	\$816.95	\$832.97	\$848.99	\$865.00	\$881.02	\$897.04
B7	\$801.72	\$817.75	\$833.79	\$849.82	\$865.86	\$881.89	\$897.93
B8	\$847.44	\$864.39	\$881.34	\$898.29	\$915.24	\$932.19	\$949.14

### 12.1 Allowances

- (a) The base wage rates in subclause 12.1 above are inclusive of the Allowances covered by clauses 2(ii) (a), 2(ii) (b) and 2(ii) (c) of the Award including the "Disability Allowance" and "Payment in Lieu of extra week's Sick Leave" allowance.

- (b) Employees engaged in Side Loader collection work in the Canada Bay Contract will earn an allowance of \$1 per hour capped at \$7.60 per day or \$38 per week. This allowance shall not form part of the ordinary rate of pay and will not survive the current Canada Bay Contract. This allowance is for the collection of Wheel Out, Wheel Back MGB services. The allowance will be paid to any employee who operates a Side Loader to collect MGBs in the Canada Bay Contract on any day. Nothing in this clause shall be taken to imply that such collection is optional at the employee's discretion.
- (c) An employee appointed by the Company as a Leading Hand shall be paid \$55 per week as an extra weekly amount. On the 1st November 2006, this extra weekly amount will increase to \$60 and on the 1st November 2007 this extra weekly amount will increase to \$65.
- (d) Rear Loader employees assigned on a particular day to a two-man crew to carry out work that ordinarily would be collected by a three-man crew shall be paid the extra amount for that day of \$15.20 each. This allowance shall not form part of the ordinary rate of pay. Nothing in this clause shall be taken to imply that such assignment is optional at the employee's discretion.
- (e) Where, under this Agreement, employees are paid differential amounts such as the Allowances covered in sub-clauses (b), (c) and (d) of this Clause and the Clause dealing with Overtime Meal Allowances, the factor which will determine eligibility or otherwise for an allowance will be whether an employee works within a particular Contract or holds a certain status on a particular day. In other words, each day stands alone and should an employee work within more than one Contract on any particular day, the most generous construction to the employee will apply.
- (f) Allowances, other than those referred to in this Agreement shall be paid in accordance with the Award.

## 12.2 **Payment of Wages**

All wages shall be paid by Electronic Funds Transfer.

A maximum of three (3) accounts may be nominated by the employee for the deposit of wages.

## 12.3 **Superannuation**

Employer funded superannuation contributions shall be paid into one of the following funds as nominated by the employee:

- Transport Workers Superannuation Fund, or
- Brambles Superannuation Fund (Mercer Trust Fund)

## 13.0 **BONUS PAYMENTS**

Bonus Payments will be available in accordance with the calculation matrix attached as Appendix B and in accordance with the following:

The bonus will use ordinary and overtime earnings for the quarter as a base and the maximum percentage each employee may earn will be 1%;



The bonus will be calculated and paid at the close of each quarter with the first quarter commencing November 1<sup>st</sup> 2005 and ending January 1<sup>st</sup> 2006 based on the performance as measured in that preceding quarter and paid as soon as practicable thereafter;

For the purposes of this clause, quarters are defined as:

- 1<sup>st</sup> November - 31<sup>st</sup> January
- 1<sup>st</sup> February - 30<sup>th</sup> April
- 1<sup>st</sup> May - 31<sup>st</sup> July
- 1<sup>st</sup> August - 31<sup>st</sup> October

An employee, to be eligible, must be employed by the Company at all times during the said quarter;

There will be 3 activities targeted in calculation of the Performance Bonus:

- Missed Services and Complaints (Individual);
- Accident Damage (Individual) and
- Punctuality (Individual)

The Company may vary the contribution, though not the total percentage bonus available, of each activity targeted from quarter to quarter to emphasise or de-emphasise certain goals.

Missed Services will not form part of the calculation of Bonus Payments until the 2<sup>nd</sup> year of this Agreement.

Exceptional circumstances will be taken into account in calculation of Bonus Payments.

From time to time Union Delegates and/or other nominated employee representatives may meet, on full pay, with Management to review Bonus Payments...

#### **14.0 HOURS OF WORK**

The ordinary hours of work shall be in accordance with clause 8 and 8A of the Transport Industry – Waste Collection and Recycling (State) Award.

#### **15.0 OVERTIME**

The Company may require an employee to work reasonable overtime in consultation with the employee.

#### **16.0 OVERTIME MEAL ALLOWANCES**

16.1 All employees who commenced with the Company after the 26<sup>th</sup> September 1995 shall be paid a Meal Allowance after two (2) hours overtime has been worked on any day, Monday to Friday.

16.2

All employees who commenced with the Company before the 26<sup>th</sup> September 1995 shall be paid a Meal Allowance after any overtime has been worked on any day, Monday to Friday.

16.3 For employees, including Wheel Out, Wheel Back employees, working on the Penrith Contract, all employees shall be paid a Meal Allowance after 30 minutes overtime has been worked on any day, Monday to Friday, irrespective of when they commenced with the

Company. This applies on any day to employees who work on the Penrith Contract only for a portion of the day. For the avoidance of doubt, working on the Penrith Contract means collection of Recyclable Materials etc from MGBs and does not include ferrying a vehicle to an employee collecting within the Penrith Contract nor does it include disposing of Recyclable Materials etc collected from Penrith.

16.4 The value of Meal Allowances shall be paid as per the Award.

## **17.0 START TIMES**

17.1 The Company shall fix for each employee a regular starting time for each day of working ordinary hours. That starting time may differ on days of the week.

17.2 An employee's rostered shift may be changed by giving notice before finishing the day prior to the shift change by the employer. Provided in cases where such notice would result in hardship to the employee (proof of which lies on the employee) the period of notice may be extended through consultation between the company and the employee. Under no circumstances shall the consultative process require the period of notice to exceed seven (7) days.

## **18.0 COMPULSORY OH&S TRAINING**

All employees will be provided with Compulsory OH&S Training in accordance with the requirements of the Award.

## **19.0 TRAINING**

19.1 Training is to be provided on an as needs basis as follows:

- i) Competency based training shall be offered;
- ii) Occupational Health and Safety training shall be provided to all employees;
- iii) Induction training shall be provided which includes Occupational Health and Safety training and information on this Agreement;
- iv) Induction training shall also include introduction to the Union delegate; and
- v) Training shall be provided on the risks associated with contaminated waste and the danger of needle stick injuries on an as needs basis. Immunisation shall be provided to all employees who provide the appropriate authority on an as needs basis.

19.2 For the purposes of conducting training in either operational or Occupational, Health, Safety and Environment (OHS and E) issues, employees may be required on not more than four occasions per year and for not more than 3 hours on each occasion, to attend such training outside of ordinary hours. Payment for such attendance shall be at ordinary rates during the week and one and quarter (1 ¼) for Saturday. An employee may not "unreasonably" refuse to carry out such training.

Experienced employees will train new employees and casuals as required in systems of work. This training will attract \$1 per hour as an allowance. An employee may not "unreasonably" refuse to carry out such training.

## **20.0 UNIFORMS**

Company issued uniform will be worn at all times. Uniform issue shall be replaced upon production of damaged items on a "new" for "old" basis.

The need for winter uniforms will be reviewed in March for issue in April. The need for summer uniforms will be reviewed in September for issue in October. Any additional uniforms requirements will be issued as required.

## **21.0 SICK LEAVE**

- 21.1 Except in exceptional circumstances, employees unable to attend work by reason of illness shall notify their Supervisor before the rostered commencement time, and indicated the estimated duration of the absence and the nature of the illness.
- 21.2 Individual employees who have not used any sick leave for three (3) calendar months may, at the employees' discretion, "cash in" up to three-and-one-half (3 ½) days Sick Leave at the completion of each quarter, on a "dollar for dollar basis". This is subject to employees maintaining a bank of five (5) days (before and after the cashing in of any Sick Leave). For the purposes of this clause, quarters are defined as:
- 1<sup>st</sup> January - 31<sup>st</sup> March
  - 1<sup>st</sup> April - 30<sup>th</sup> June
  - 1<sup>st</sup> July - 30<sup>th</sup> September
  - 1<sup>st</sup> October - 31<sup>st</sup> December

Under no circumstances will sick leave be paid out on termination of employment.

## **22.0 PUBLIC HOLIDAYS**

Employees will be entitled to public holidays, including a Union Picnic Day, in accordance with the Transport Industry Waste Collection and Recycling State Award.

## **23.0 REHABILITATION**

- 23.1 Except in exceptional circumstances, employees unable to attend work by reason of work related injury or illness shall notify their Supervisor before the rostered commencement time. In the interests of timely rehabilitation, such employees shall be available to attend medical assessments arranged and paid for by the Company at any time during the rostered shift.
- 23.2 Ongoing medical treatment of work related injuries shall be conducted in agreement with the Company's Rehabilitation Coordinator. Employees shall be available to attend such treatments at any time during the rostered shift.
- 23.3 It is agreed by the parties that in the interests of adequate supervision and rehabilitation it is reasonable for injured workers performing "suitable and selected duties" to be temporarily rostered to work shifts commencing as late as 8am, excepting "exceptional circumstances".
- 23.4 Nothing in this Clause prevents an employee from attending a doctor of their choice for further opinions on their rehabilitation at their cost.

## **24.0 REPLENISHMENT**

Employees, shall, upon request, cooperate in the readying of vehicles for use, either that day or the next day, by refuelling the vehicles with all fuels, oils, lubricants and water deemed necessary by the Company. Employees shall be instructed in the replenishment of these items. Employees shall record the quantities of such materials used.

## **25.0 COMMITMENT TO RUN RESTRUCTURING**

The parties commit to run restructuring and the review of growth areas to achieve a reduction in excessive overtime.

From time to time Union Delegates and/or other nominated employee representatives may meet, on full pay, with Management to review progress towards run restructuring.

## **26.0 INACCESSIBLE BINS**

Whilst the Company will make every effort to resolve “problem MGBs” it will be the Operator’s responsibility to empty all MGBs and if necessary, secure the vehicle, exit the vehicle and retrieve any MGB from behind other parked vehicles and / or other obstructions.

Where a particular resident consistently presents an MGB in an inaccessible position, it is the Operator’s responsibility to report the inaccessible MGB so that Cleanaway’s Management may take the appropriate action with the resident and Council.

## **27.0 DOCUMENTATION**

Employees are committed to completing all necessary documentation, and providing other operational information as required from time to time.

Employees shall be allowed up to five (5) minutes paid time to complete the required vehicle checks and documentation prior to departure from the depot. That is, the start time shall be five (5) minutes prior to the scheduled departure from the Depot.

## **28.0 CONTAMINATION**

Employees are committed to assisting the Company with the identification of MGBs containing Recyclable Materials or Green Waste that are contaminated with Waste.

The Company will consult with employees prior to the implementation of changes in the Contamination Management Procedure to ensure that it is practical.

Provided that the employee follows the agreed procedure for contamination management, the employee will not be held accountable for the actual contamination rate achieved in any load.

From time to time Union Delegates and/or other nominated employee representatives may meet, on full pay, with Management to review the Contamination Management Procedure.

## **29.0 CONTRACT RENEWAL**

Consistent with the intent of resolution 17 of the Local Government Association 2005 Annual Conference, where the Company (Cleanaway) wins a new Contract, the current employees of the outgoing contractor shall be offered interviews with the Company. To be offered employment with the Company, (Cleanaway) each applicant must meet the Company’s (Cleanaway’s) selection criteria, including a medical examination.

Where successful, employment will be subject to a three (3) month probationary period.

Where the Company (Cleanaway) loses a Contract, the Company commits to recommending all of the employees who work on that Contract to the incoming contractor.

### **30.0 UNION RIGHT OF ENTRY**

In addition to the legislated right of entry provisions, an authorised Union representative shall have the right of entry to the Blacktown yard for the purpose of holding discussions provided the Union Official / Organiser:

- a) Follows the Policies and Procedures of the Company, including signing in;
- b) Notifies the Manager where practical via a phone call before arriving on site; and
- c) Holds discussions during a time that does not unduly interfere with the work being performed by an employee. Discussions are to occur outside of ordinary working time. However the Company at its absolute discretion may consider providing ordinary time payment for discussions that extend into working time where the Company considers this to be reasonable and where this would assist the parties to resolve grievances quickly and at the workplace level.

### **31.0 UNION REPRESENTATION**

In accordance with the Trade Union Training provision in the Award, Cleanaway, on application from the Union, will release on ordinary pay the delegate to attend basic Trade Union training; provided that Cleanaway shall not be called upon to pay more than six days' leave in total per calendar year for this form of training irrespective of the number of the employees who attend the course.

A delegate who has completed a basic Trade Union training course and who is desirous of attending a longer Trade Union training course shall be paid by Cleanaway, on application from the Union, at ordinary rates for the days upon which an employee is absent from work due to attendance at the said course; provided that Cleanaway shall not be called upon to pay more than ten days' leave in total per calendar year irrespective of the number of its employees who attend the aforementioned courses.

### **32.0 EMPLOYEE PERFORMANCE AND BEHAVIOUR CODE**

This clause is a summary and should be read in conjunction with the full copy of the Employee Performance and Behaviour Code.

#### **32.1 Aims**

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

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

#### **32.2 Obligation of Employees**

All employees of Cleanaway are expected to:

- Carry out their duties and responsibilities to the limit of their competency and skill.

- Positively contribute to the achievement of the objectives of their respective business unit.
- Positively participate in approved and relevant training.
- Comply with work practices that are designed to promote the objective of a safe and healthy workplace.
- Comply with all lawful instructions.
- Treat peers, other employees of Cleanaway, clients, associates and members of the general community with due respect, courtesy and good manners.
- Comply with the terms, conditions and commitments of this Enterprise Agreement.
- Comply with acceptable personal presentation.
- Complete all necessary documentation on time with acceptable attention to detail, accuracy, neatness, etc.
- Ensure that the vehicle is kept tidy and that equipment associated with the vehicle is properly stored. Where necessary, idle time shall be utilised for this purpose provided the duties are meaningful.

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

- Consistent absenteeism without valid reason;
- Lack of application to duties and responsibilities;
- Derogatory speech or action;
- Failure to comply with legal, safe and reasonable instructions;
- Illegal, dishonest acts or acts which directly conflict with the interest of the Company;
- Intimidatory acts or assaults;
- Drunkenness, intoxication and illicit drug use.
- Failure to maintain a “neat and tidy” appearance, subject to the constraints of the industry and the nature of the work performed.

### 32.3 Disciplinary Procedures

The following disciplinary procedure shall apply for breaches of the Code.

For breaches of the Code all Cleanaway Employees shall be subject to a process of:

- Verbal warning/counselling;
- written warnings/counselling/training/re-training;
- Termination.

Such warning letters shall stay in force for a period of up to two (2) years but will remain on file after the said period.

### 32.4 Warnings

When issuing warnings (verbal or written) the following matters should be taken into consideration:

- I. Employees are to be given the opportunity to have a witness or union delegate in attendance;
- II. Employees are to be advised of the nature of the specific issue generating the warning and Company's expectations in respect to that issue;
- III. Employees are to be given an opportunity to respond to the matter(s) raised in II.

- IV. Employees are to be advised that disciplinary action will continue should the problem(s) identified not be remedied. In this regard employees should be aware that termination of their contract of employment may ultimately occur;
- V. Employees are to be made aware that any written warnings issued will be placed on their personnel file;
- VI. Employees are to be asked to sign a copy of the warning; any refusal to do so should simply be noted on the warning document. A copy of the warning shall be provided to the employee.

### 32.5 Summary Dismissal

In circumstances of serious or willful misconduct (i.e. theft, violence, assault) the Company may summarily terminate an employee's contract of employment and no notice period is required.

### 33.0 SIGNATURES OF THE PARTIES TO THIS AGREEMENT

Signed for and on behalf of the Transport 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 Cleanaway:	
<i>Signature:</i>	
<i>Name in full (printed):</i>	
<i>Position:</i>	
<i>Date:</i>	

### APPENDIX A - OUR MISSION, VALUES AND PEOPLE PROMISE

#### OUR MISSION IS ...

- To be the world's leading provider of innovative business solutions in support services.
- To use outsourcing expertise to add exceptional value in the eyes of our customers.
- To create superior shareholder value through our people and their enterprising spirit.

#### OUR SHARED VALUES ARE ...

- All things begin with the customer
- We believe in people and teamwork

We have a passion for success  
always acting with integrity and respect for the community and the environment.

### **CLEANAWAY PEOPLE PROMISE ...**

#### ***From Cleanaway to You***

- Explanation of Cleanaway' and Cleanaway' Mission, Goals and Values
- Explanation of what is expected of you in terms of achievement and behaviour
- Regular, honest and constructive feedback about your performance and career opportunities
- A development plan to help you to use your talents and improve your skills

#### ***From You to Cleanaway***

- Commitment to Cleanaway' Goals and to deliver what is expected of you
- Demonstration of behaviour and ways of working consistent with our Values
- Regular, honest and constructive feedback about how you are doing, how the business can do better and any support you need
- Commitment to develop yourself and use your talents to the fullest



**APPENDIX B – PERFORMANCE BONUS MATRIX**

Blacktown EBA 2006 – Clause 13 Performance Bonus							APPENDIX B – PERFORMANCE BONUS MATRIX									
Contract:													Wage	\$816.95		
System:													Weeks	13		
Vehicle Type:													@ Risk	1%		
Employee:													Max	\$106		
No.	Activity Targeted	Individual or Group	Qty	Measured	Value (out of 100)	Benchmark			% of Bonus Payable							
						Threshold	Intermediate	Maximum	Minimum	Intermediate	Maximum	Minimum	Intermediate	Maximum		
1	Missed Services & Complaints	Individual	Yes	Number of Missed Services and Complaints		% Reduction on FY05	>=1%	>=3%	>=5%				\$ -	\$ -	\$ -	
2	Accident Damage	Individual	Yes	Cost to 3 <sup>rd</sup> parties plus costs of repair	80	% Reduction on average FY04 and FY05	>=1%	>=3%	>=5%	20%	40%	80%	\$21	\$42	\$85	
3	Punctuality	Individual	Yes	Instances of lateness	20	Instances	2	1		5%	10%	20%	\$5	\$11	\$21	
	<b>Total</b>				<b>100</b>					<b>25%</b>	<b>50%</b>	<b>100%</b>	<b>\$27</b>	<b>\$53</b>	<b>\$106</b>	