

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA99/210

**TITLE:** Cleanaway Municipal Services Peakhurst Drivers Agreement 1999

**I.R.C. NO:** 99/4054

**DATE APPROVED/COMMENCEMENT:** 16 August 1999

**TERM:** Expires 31 July 2000

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 33

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees performing work on the Kogarah, Hurstville and Bankstown Contracts, engaged under the terms of the Waste Collection and Recycling Award

**PARTIES:** Cleanaway, a Division of Brambles Australia -&- Red Australia Equipment Pty Ltd, Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Transport Workers' Union of Australia, New South Wales Branch

29 JUN 1999

# Enterprise Bargaining Agreement

Peakhurst Depot

Thursday 17<sup>th</sup> June 1999

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Enterprise Agreement  
Industrial Registrar

## 1. TITLE

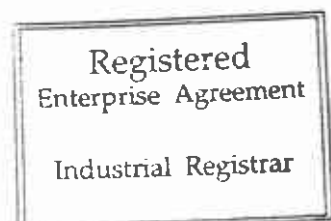
This Agreement shall be known as the Cleanaway Municipal Services, Peakhurst Drivers Agreement 1999.

## 2. ARRANGEMENT

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## 3. PARTIES BOUND

The parties to this Agreement are Cleanaway, an enterprise of Brambles Australia Limited, (the Company) and the Transport Workers Union, New South Wales Branch, (the Union) in respect of employees of the Company in the state of New South Wales engaged under the terms of the Waste Collection and Recycling Award.



4. The Agreement will cover all employees performing work on the Kogarah, Hurstville and Bankstown Contracts.
5. The agreement will be read in conjunction with Waste Collection & Recycling Award. Where the Agreement is silent, the terms of the award shall apply.

The Agreement will be read in conjunction with the attached appendices, in particular appendix C the Cleanaway NSW Agreement 1995 . Where the terms of the main Agreement are in conflict with those of the appendices, the terms of the main agreement shall apply.

The agreement will replace all previous Enterprise Agreements which existed at the Peakhurst depot.

6. Two (2) % (of the 5% x 5% claim) increase to be paid to employees of all three Contracts (Kogarah, Hurstville and Bankstown) upon signing by the Union (3% having already been paid October 1998).
7. There shall be no further claims for wages or allowances during the life of this agreement. Increases arising during the life of this agreement from State Wage Case Decisions shall be absorbed against the wages payable under this agreement. (Table A)
8. Pending achievement of Key Performance Indicators, final 5% of the 5% x 5% claim to be paid October 1<sup>st</sup>, 1999. Term of the EBA to be sixteen (16) months from April 1<sup>st</sup>, 1999 until 31<sup>st</sup> July, 2000.



9. Key Performance Indicators to achieve 5% on October 1<sup>st</sup>:

For the six months from April 1<sup>st</sup> 1999 to September 30<sup>th</sup> 1999 the drivers and the company will assess in committee the drivers' performance in relation to the following benchmarked, Key Performance Indicators:

- **Absenteeism:** The goal is to achieve a **20%** decrease in absenteeism, which is to be defined as absence from work with or without the payment of sick leave. The following will not be included in the calculation of absenteeism: Annual Leave, Long Service Leave, Leave related to Workers' Compensation, Jury Duty, Compassionate Leave, attendance at Training Courses, official Union Duties).

The six months to end March 31<sup>st</sup> 1999 will be used as a comparison point. For this period the amount of Sick Leave/Absent without Leave was 754 hours. Therefore the goal to be achieved per six months is 604 (80% of 754) hours or less. For a quarter the goal is to achieve 302 hours or less.

In order to assist the drivers in meeting this target accrued sick leave may be "cashed in" in accordance with the following:

Irrespective of whether the benchmark goal has been achieved or whether other employees have had sick leave, individual employees who have not used any sick leave for three (3) calendar months may, at the employees' discretion, "cash in" two-and-one-half (2  $\frac{1}{2}$ ) 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). If an employee elects not to "cash in" Sick Leave at the end of a quarter, then this Sick Leave cannot be later "cashed-in".

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For the purposes of this clause each quarter is to be calculated with reference to the 1<sup>st</sup> April 1999. That is, the first time an employee would be able to cash-in Sick Leave is on the 1<sup>st</sup> July 1999.

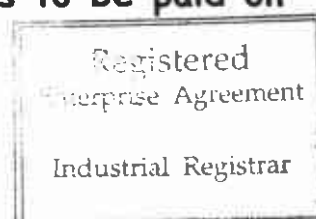
Under no circumstances would sick leave be paid out at termination of employment.

**Absenteeism will account for 1% of the 5% to be paid in October.** Should the benchmark decrease fail to be met, then this 1% would not be paid. Once paid, the 1% in relation to this target has to be earned each quarter by continuing to achieve a level that is 20% less than the level experienced in the six months to 31<sup>st</sup> March 1999. This 1% is to be paid on a yard wide basis.

- **Safety** The goal is to achieve a 20% decrease in Lost Time Injuries (LTI), injuries that require offsite medical treatment and injuries that require suitable and selected duties.

The six months to end March 31<sup>st</sup> 1999 will be used as a comparison point. For this period the number of Lost Time Injuries (LTI) + injuries that require offsite medical treatment + injuries that require suitable and selected duties amounted to five (5). Therefore the goal to be achieved per six months is four (4) (80% of 5) such incidents or less. For a quarter the goal is to achieve two (2) such incidents or less.

**Safety will account for 1% of the 5% to be paid in October.** Should the benchmark decrease fail to be met, then this 1% would not be paid. Once paid, the 1% in relation to this target has to be earned each quarter by continuing to achieve a level that is 20% less than the level experienced in the six months to 31<sup>st</sup> March 1999. This 1% is to be paid on a yard wide basis.



- **Accident Damage** The goal is to achieve a decrease in dollar costs associated with Accident Damage. The cost will be the actual cost of repairing Cleanaway's or Third Parties' vehicles. The six months to end March 31<sup>st</sup> 1999 will be used as a comparison point. This benchmark is to be adjusted upwards to provide a goal that is reasonable and achievable. Therefore the goal to be achieved per six months is \$15,000 or less. For a quarter the goal is to achieve \$7,500 or less. *Casuals will be excluded from the calculation.*

**Accident Damage will account for 1% of the 5% to be paid in October.** Should the benchmark fail to be met, then this 1% would not be paid. Once paid, the 1% in relation to this target has to be earned each quarter by continuing to achieve the benchmark. **This 1% is to be paid on a yard wide basis.**

- **Customer Service** The goal is to achieve the quality service specifications laid down by each Contract. The following table outlines the required level of service:

<b>Kogarah</b>	See Appendix A.
<b>Bankstown</b>	See Appendix B.
<b>Hurstville</b>	To be advised should Cleanaway be successful with the new Contract.

**Customer Service will account for 2% of the 5% to be paid in October.** Should the benchmarks fail to be achieved, then this 2% would not be paid. Once paid, the 2% in relation to this target has to be earned each quarter by continuing to achieve a level that is 20% less than the level experienced in the six months to 31<sup>st</sup> March 1999. **This 2% is to be paid on a Contract by Contract basis.**

**10. New Kogarah Contract:**

Garbage is a weekly service to approximately 19,028 residences / commercial premises.

**10.1 Garbage - One Man, Side Operated Vehicles :**

Base rate to include 5% by 5% claim (pending KPIs) for all purposes. Standard normal day to be 7.6 hours. No RDO.

"Job and Finish" to apply. That is, each man will be responsible to complete the day's work rostered to that vehicle.

No overtime or meal allowances to be payable after 7.6 hours, but a bonus of \$0.20 per MGB charged by Cleanaway to Council after 1,050 each day. In the event of bona fide breakdowns disrupting an individual day, employees will be paid the greater of award premiums or the bonus for that portion of the day worked beyond 7.6 ordinary hours. Public Holidays to be paid at penalty rates. Base rate for the payment of Public Holidays to be the Award as at the date of signing plus the applicable percentage increase as per this EBA. Bonus payments to apply also on Public Holidays.

**10.2 Garbage - Rear Loader Vehicles :**

Base rate to include 5% by 5% claim (pending KPIs) for all purposes. Standard normal day to be 7.6 hours. No RDO.

"Job and Finish" to apply. That is, each team will be responsible to complete the day's work rostered to that vehicle.

No overtime or meal allowances to be payable after 7.6 hours, but a bonus of \$0.20 per employee per MGB charged by Cleanaway to Council after 1,250 each day. In the event of bona fide breakdowns disrupting an individual day, employees will be paid the greater of award premiums or the bonus for that portion of the day worked beyond 7.6 ordinary hours. Public Holidays to be paid at penalty rates. Base rate for the payment of Public Holidays to be the Award as at the date of signing plus the applicable percentage increase as per this EBA. Bonus payments to apply also on Public Holidays.



**10.3 Recycling - One Man, Side Operated Vehicles :**

Fortnightly service to approximately 19,028 residences/commercial premises.

Base rate to include 5% by 5% claim (pending KPIs) for all purposes.

Standard normal day to be 7.6 hours.

"Job and Finish" to apply. That is, each man will be responsible to complete the day's work rostered to that vehicle.

Overtime and meal allowances to be payable after 7.6 hours. Public Holidays to be paid at penalty rates. Base rate for the payment of Public Holidays to be the Award as at the date of signing plus the applicable percentage increase as per this EBA.

**10.4 Garden Waste - One Man, Side Operated Vehicles :**

Fortnightly service to approximately 13,234 residences.

Base rate to include 5% by 5% claim (pending KPIs) for all purposes. Standard normal day to be 7.6 hours.

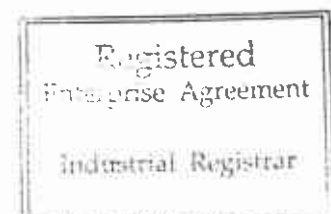
"Job and Finish" to apply. That is, each man will be responsible to complete the day's work rostered to that vehicle.

Overtime and meal allowances to be payable after 7.6 hours.

Public Holidays to be paid at penalty rates. Base rate for the payment of Public Holidays to be the Award as at the date of signing plus the applicable percentage increase as per this EBA.

**New Hurstville Contract:**

The same general principles shall apply to the Hurstville Contract as applies to the new Kogarah Contract with regards to Garbage, Recycling and Garden Waste.



## **Bankstown**

Base rate to include 5% by 5% claim (pending KPIs) for all purposes. Standard normal day to be 7.6 hours. No RDO.

"Job and Finish" to apply. That is, each man will be responsible to complete the day's work rostered to that vehicle. Two (2) permanents will be employed. Because of the seasonal nature of Garden Waste, the zones allocated to each driver will alter with the seasonal nature of the work.

Overtime and meal allowances to be payable after 7.6 hours.

Public Holidays to be paid at penalty rates. Base rate for the payment of Public Holidays to be the Award as at the date of signing plus the applicable percentage increase as per this EBA.

## **Grandfather Clause (Kogarah Recycling / Garden Waste)**

Those permanent Kogarah Contract employees engaged as at the date of signing of this agreement who are not engaged in the collection of garbage under the "new" Kogarah Contract will retain their Rostered Days Off (RDOs) subject to the following:

1. Only employees engaged to collect Recycling and or Garden Waste under the "new" Kogarah Contract and to collect Garbage/Clean Up under the existing Hurstville Contract will have RDOs under this Grandfather clause.
2. Any employee engaged subsequent to the signing of this agreement will not have an RDO.
3. If an employee who has an RDO transfers permanently to a system where a bonus scheme is in place then the RDO will cease for that employee.

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4. All non-bonus employees must be available to transfer between any of the systems of the yard. If a Kogarah employee who has an RDO transfers temporarily from the collection of Recycling or Garden Waste to the collection of Garbage then the RDO will cease for that employee for the period of the temporary transfer. The employee will however receive the applicable bonus.
5. Kogarah employees who have an RDO (Recycling and Garden Waste collection employees) will be given first consideration when any Kogarah Garbage position becomes available.

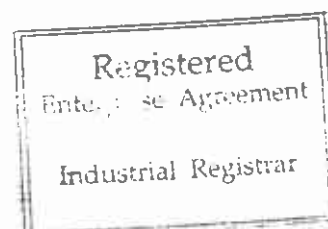
## 10. GENERAL TERMS OF EMPLOYMENT

The general terms and conditions of employment of persons bound by this Agreement shall be the Waste Collection & Recycling Award, as appropriate. Provided that the terms of this Agreement shall apply to the extent of any inconsistency with those Awards.

## 11. SETTLEMENT OF DISPUTES

- (a) The following procedure shall apply in the event of an industrial issue arising:-
  - (i) The matter first be discussed between the employee and his immediate supervisor. At the employee's option his delegate may also be present.

A cooling off period of 24 hours shall commence from this point in time.\*



- (ii) If not settled or an agreed course of action is not found, the matter shall be submitted by the duly elected delegate to the Operations Manager. At any point in these discussions the delegate or Operations Manager may seek the involvement of the Branch Manager.

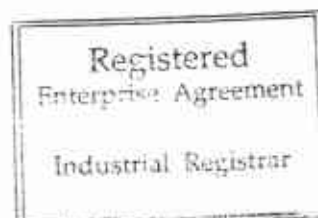
A cooling off period of 24 hours shall commence from this point in time.\*

- (iii) The aim of this procedure is to resolve all workplace issues as quickly as possible and as close to the source of the issue as possible. If, however, a matter is not resolved or an agreed course of action is not found, then the procedure will move to step (iv).

- (iv) If not settled, the Delegate shall seek the assistance of the State Secretary of the Union or nominated representative and the Branch Manager may seek to involve the State Manager and/or the Industrial Relations Department in this matter.

A cooling off period of 24 hours shall commence from this point in time, or until step 5 can be arranged whichever is the earliest.\*

- (v) Any matter which cannot be resolved shall be referred by either party to the New South Wales Industrial Relations Commission. A decision of the Commission shall be accepted by the parties as final, subject to any legal appeal procedures.



- (vi) Pending the resolution of any matter in accordance with the above procedure work shall continue without disruption. The circumstances which applied immediately prior to the dispute arising shall apply until final resolution of this matter, with the exception of disciplinary issues.
- (vii) No party shall be prejudiced as to final settlement by the continuation of work in accordance with this sub-clause.
- (b) (\*) Paragraph (a) Part (i)(ii)(iv), the parties agree to strictly adhere to these procedures, in line with the Cleanaway values of ensuring supporting behaviour which recognises "a sense of ownership of the business by all employees and continuity of excellent customer service".

#### EXEMPTIONS TO THE ABOVE PROCEDURE

- A. Safety Issues - as determined by the OH&S Chairman in consultation with management the AIRC or the State OH&S Bodies.
- B. Essential Services - the parties recognise that the waste industry provides services essential to the health and well-being of the community and that in the event of industrial action arising a level of service, sufficient to prevent health risk, shall be maintained to hospitals, schools, major shopping centres and other agreed similar facilities.
- C. ACTU or State Labour council disputes - 48 hours notice will be given where possible.

#### STATUS QUO

The status quo is defined by the practices in place prior to the dispute except for disciplinary issues.

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12. DURESS

This Agreement has been made without any duress to any party to it.

13. NOT TO BE USED AS A PRECEDENT

The Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other operation of Brambles Australia Limited.

Matthew Santon  
for  
Trevor Morrow  
Manager

2/7/99

17-6-99  
Date

AP Sind  
Union Delegate

22-6-99  
Date

A. P. Lyall  
Union Secretary

25-6-99  
Date



**C7.11.2 Financial Disincentive**

As a financial disincentive from Council to Cleanaway to poor performance of service provision, the following penalties shall apply.

**A. Irresponsible or offensive behaviour**

The following is irresponsible or offensive behaviour if occurring by the Contractor or any of its employees in the provision of the Services:

- (i) Not being in adequate control of a collection vehicle
- (ii) Driving a collection vehicle in such a manner as to pose a hazard to other road users (eg collection from both sides of road)
- (iii) Demonstrably offensive behaviour while undertaking collection duties on Council's behalf.
- (iv) Collective service commencing or ending in contravention of the operating hours identified for that service at that location.
- (v) Collecting of trade waste independently of Council using Council's collection service vehicles.

Where demonstrated to Council satisfaction, irresponsible or offensive behaviour shall entitle Council to make a deduction of \$250.00 in each instance except in the case of (iv) early starting or late ending, the penalty shall increase by \$250.00 per incident within three months of each other. For example if three complaints are made within any three month period the penalty would be  $\$250 + \$500 + \$750 = \$1,500$ .

**B. Complaints Registration**

The base line for complaints is assumed at the following levels:

- 12 complaints per week for domestic garbage collection
- 12 complaints per week for domestic recycling collection
- 6 complaints per week for green waste collection
- 3 complaints per week for clean up collection
- 3 complaints per week for commercial garbage and recycling collection

The number of complaints from the Kogarah Community will be used as an indicator of the general performance of a quality collection system. For each bona fide complaint in excess of the service baseline (see B) that involved inadequately completed services, the Manager shall be entitled to deduct Fifty Dollars (\$50) from the Contract Price.

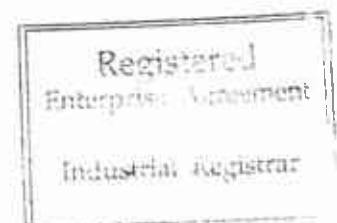
This shall not commence till three months after the commencement date. Inadequately completed services may include without limitation spilled garbage, recyclables litter and missed services.

Should the Contractor deem that the complaints are not bona fide, details may be entered into the complaints database (see C10) for consideration by Council. After proper consideration of this information Council's decision shall be final.

**C. Improper Activities**

For each of the following incidents the sum of \$50 per incident will be deducted.

- (i) Neglecting to properly cleanse within twenty four (24) hours after use the garbage receiving and storage areas of any vehicle used in connection with the garbage collection Contract;
- (ii) Where employee is guilty of soliciting for gratuity;
- (iii) Failing to supply any information required under the Contract in the time period specified;
- (iv) Using or allowing to be used for the removal of rubbish any vehicle which will allow the contents to be spilt on the road;
- (v) Failure to comply within the time specified with any instruction received from the Manager entered on the complaint database;





**D. Green Waste Quality**

The Performance of the Green Waste Collection service and the resource recovery from the clean up service requires a consistent quality service to ensure all materials are marketable.

- (i) *Manual collection of green waste.* Council shall be entitled to deduct the sum of twenty dollars (\$20) for each tonne of green waste material delivered to the Waste Service's Rockdale Transfer Station (or other destination as directed) that due to contamination must be dumped.
- (ii) *MGB based green waste collection.* For the purposes of this Contract performance, it is accepted that MGB based collection systems are harder to control quality in than manual collection systems. Consequently it is accepted that council will pay \$20 per tonne bonus for each tonne less than 250 tonnes per year that needs to be dumped using this system. For each tonne in excess of 250 tonne per year that must be dumped the Council shall deduct twenty (\$20) dollars. The year shall be based upon the 12 months prior to and including the month for which payment is sought by the Contractor.

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The following table shows specific customer guarantees and related performance indicators that this role is created to fulfil in relation to the collection of **Bankstown Garden Waste**

<u>CUSTOMER GUARANTEES</u>	<u>PERFORMANCE INDICATORS</u>
<ol style="list-style-type: none"> <li>1. Collect garden waste on a regular basis</li> <li>2. Attend to all genuine missed services within 24 hours of notification to Council</li> <li>3. Collect any garden waste presented in its correct manner</li> <li>4. Transport the garden waste to a garden waste centre</li> <li>5. Collect from local roads between 6:00am and 6:00pm</li> <li>6. Minimising the amount of contamination of garden waste by chemical, physical or solid contamination</li> </ol>	<ol style="list-style-type: none"> <li>1. Number of genuine missed services each month greater than 20</li> <li>2. Number of complaints not attended within 24 hours measured by complaints received and investigated</li> <li>3. -</li> <li>4. Provide documentation/dockets within 14 days</li> <li>5. Random Review</li> <li>6. Number of loads rejected for chemical contamination and number of loads received as mixed putrescible solid waste</li> </ol>

The following table shows specific customer guarantees and related performance indicators that this role is created to fulfil in relation to the collection of **Bankstown Recycling/Clean-Up**.

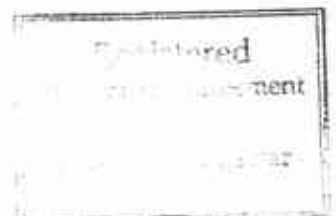
<u>CUSTOMER GUARANTEES</u>	<u>PERFORMANCE INDICATORS</u>
<ol style="list-style-type: none"> <li>1. Collect general waste and material to be recycled twice per year from all residential properties</li> <li>2. Arrange pick up no later than fourteen (14) days after notification to the resident</li> <li>3. Remove all material placed out provided it meets the following criteria :             <ol style="list-style-type: none"> <li>(i) being no more than 2m x 1m x 1m</li> <li>(ii) being nominated item set out in schedule 13</li> <li>(iii) being placed out on the right day in the correct manner</li> </ol> </li> <li>4. Attend to bonafide complaints within one working day after notification</li> <li>5. Carry out services on the nominated day</li> <li>6. Carry out collections with a minimum of noise</li> <li>7. Immediately report any damage caused during collections to the property owner</li> <li>8. Collect from local roads between 6:00am &amp; 6:00pm. High traffic roads as approved.</li> <li>9. Notify residents by way of notice as to why their material has not been removed</li> <li>10. Minimise the amount of contamination</li> </ol>	<ol style="list-style-type: none"> <li>1. Review the number of genuine missed services within any one month</li> <li>2. Review the number of services not attended to within 14 days after notification</li> <li>3. Review the number of services not attended to within 14 days after notification</li> <li>4. Number of complaints not attended to within on working day</li> <li>5. Number of complaints not attended to within on working day</li> <li>6. Routine Inspection</li> <li>7. Monthly review of residents not advised</li> <li>8. Random review</li> <li>9. Genuine customer complaints received</li> <li>10. Rejection of recyclables</li> </ol>

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**1. TITLE**

This Agreement shall be known as the **Cleanaway, New South Wales Agreement 1995**.



## 2. ARRANGEMENT

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## 3. PARTIES BOUND

The parties to this Agreement are Cleanaway, an enterprise of Brambles Australia Limited, (the Company) and the Transport Workers Union, New South Wales Branch, (the Union) in respect of employees of the Company in the state of New South Wales engaged under the terms of the Transport Industry Trade Waste Award and Transport Industry Sanitary and Garbage Award.

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#### **4. GENERAL TERMS OF EMPLOYMENT**

The general terms and conditions of employment of persons bound by this Agreement shall be the Transport Industry Trade Waste Award or Transport Industry Sanitary and Garbage Award, as appropriate. Provided that the terms of this Agreement shall apply to the extent of any inconsistency with those Awards.

## 5. BASIS OF AGREEMENT

This Agreement is designed to provide wage movements for employees of the Company on the basis of measures agreed to provide on-going improvement to business performance.

The Agreement:-

- (a) provides an initial wage movement to employees engaged under the Transport Industry Trade Waste Award and Transport Industry Sanitary and Garbage Award in New South Wales of 6% of the relevant Award classification rate of pay. Provided that for employees already subject to an enterprise agreements the value of this increase shall be 3%. The wage movement would be payable from the first pay period on or after 1st April, 1995. Agreement by the Secretary/Treasurer of the New South Wales Branch of the Transport Workers Union. This shall exclude Lake Macquarie where the increase shall be 3.7%.
- (b) further increases up to an equivalent of 9% of the relevant Award rate of pay shall be available at each Branch during the life of this Agreement subject to:-
- (i) depot by depot negotiations.
  - (ii) the implementation of a consultative process in accordance with Clause 6 at each Branch to determine appropriate measures to be implemented to warrant such payments at each Branch.
  - (iii) the successful implementation of the Matters Agreed of Clause 7 of this Agreement at each Branch.
  - (iv) the aim shall be that an agreement in accordance with this clause shall be in place by 31st December 1996. Where the parties have been unable to finalise an agreement the matter shall be progressed in accordance with the Settlement of Disputes procedure.
  - (v) Wage movements already paid as part of enterprise bargaining agreements at the following operations shall be absorbed against the 9% available under this sub-clause, i.e.
    - ! Kogarah Domestic Waste Contract
    - ! Hurstville Domestic Waste Contract
    - ! Unanderra
    - ! Lake Macquarie Tanker Drivers
    - ! Erskine Park Landfill
    - ! Ryde Transfer Station(the parties recognise the Agreement applying at Ryde shall require separate negotiations.)

- (vi) All existing overaward payments will be discussed and/or taken into account for negotiation on a depot by depot basis.
  - (vii) Where depot level Agreements necessitate an Award variation such Agreements shall be separately certified by the New South Wales Industrial Relations Commission.
- (c) There shall be no further claims for wages or allowances during the life of the Agreement except where consistent with the terms of this Agreement. Increases arising during the life of this Agreement from State Wage Case decisions shall be absorbed against the wages payable under this Agreement.
- (d) For the purposes of this Agreement the Award rate of pay shall be the relevant classification rate from the Transport Industry Trade Waste Award or the Transport Industry Sanitary and Garbage Award as at 1st March 1995. (See Annexure 1 and 2)
- (e) It is a term of this Agreement that :
- (i) The Union shall ensure that Cleanaway is not affected by stoppages relating to enterprise bargaining or the Fair Wages Campaign.
  - (ii) That employees of Cleanaway shall not participate in industrial action, stop work meetings or bans of any form in relation to enterprise bargaining or the Fair Wages Campaign.

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## 6. CONSULTATIVE PROCESS

- (a) At each depot a Consultative Committee shall be established of an equal number of management and elected workforce representatives. Unless otherwise agreed this shall be 2 management and 2 workforce representatives.
- (b) The committee shall meet not less than once per month to
- (i) oversee the successful implementation of the terms of this Agreement.
  - (ii) develop the terms which shall form the second stage of this Agreement as envisaged in sub-clause 5(b).
- (c) In developing the second stage of this Agreement as envisaged in sub-clause 5(b), the committee shall consider a broad agenda of issues which may include, but not be limited to
- ! performance benchmarking
  - ! skills development
  - ! hours of work including increased span of hours
  - ! all-up hourly rate
  - ! vehicle utilisation
  - ! minimum hours of work for casuals
- (d) Any dispute arising from matters under consideration by the consultative committee shall be dealt with in accordance with the Settlement of Disputes Procedure.



## 7. MATTERS NEGOTIATED

(a) Technology

The parties recognise the need for the implementation of new technology to allow the business to remain competitive and expand. The implementation of new technology shall be approached in a consultative manner with appropriate training supplied by the Company.

It is agreed that on-board computers may be implemented and that drivers shall:-

- (i) Utilise correct and proper operation of on-board computers;
- (ii) Download computers at the end of each shift;
- (iii) Report any malfunctions of computers to management at the end of each shift; and
- (iv) That computers shall be used in good faith by management and drivers.

(b) Casual Employment

Casuals may be engaged for a minimum of 4 hours per engagement. All other provisions relating to casual employment shall be in accordance with the relevant award.

Provided regular casuals engaged at the commencement of this agreement shall continue to be afforded an 8 hour minimum for each engagement.

There will be no disadvantage to regular casuals as to the shift allocations, regular casuals shall have preference over new casuals.

(c) Shift Change

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, the employee and the yard delegate. Provided that under no circumstances shall the consultation process require the period of notice to exceed 7 days, unless mutually agreed between the employee and the employer except where an employee's shift may be changed to accommodate annual leave, long service leave and workers compensation etc that will exceed 7 days.



(d) Payment of Wages

All wages shall be paid weekly by electronic funds transfer. Employees may nominate upto two (2) accounts into which wages shall be paid.

The T.W.U. reserved its position on bank charges.

(e) Training

(i) Commitment to Training

All employees are committed to training to a level acceptable by the Company. The intent being that in most cases all employees will be capable of operating all equipment operated by the Company.

(ii) Payment of Training

Where training is required by the company and such training is undertaken outside ordinary hours worked, payment for such training will be as follows:-

- (a) any time during weekday paid at single time;
- (b) any time on weekends paid at single time plus one quarter.
- (c) Attendance of any training course outside of ordinary hours worked, shall be on voluntary basis.

(iii) Skills Acquisition

- (a) The parties re-emphasise their commitment to skills related training and the intent of Clause 3C (Sanitary and Garbage Award) and Clause 2C (Trade Waste Award).
- (b) To develop a multi-skilled workforce employees shall, as necessary participate in training programmes and, subject to the possession of relevant skills, perform a wide range of tasks, including tasks incidental and peripheral to the classification structure.

- (c) Provided that training has been undertaken, the driver shall, sub-clause (b), perform minor maintenance on vehicles and equipment of a non-specialised activity including tyres, pump hoses, lights etc as defined depot by depot.

(f) Quality Assurance/Cleanaway Values

- (i) All employees are committed to the implementation of a Quality Assurance Program in accordance with Australian Standard No. AS3900/ISO 9000-1987.

This includes the following of all Standard Operating Procedures and the completion of any necessary paper work.

- (ii) As part of this Quality Program all employees shall wear the uniforms issued by the Company. The nature of uniform issues shall, in future, be the subject of discussions between the Company and employees.
- (iii) All employees are committed to behaviour which supports the Cleanaway values. (See Appendix 3)
- (iv) To correct any behavioural or performance issues which may arise the company shall apply a formal letter of warning system. The system shall consist of 3 written advices, the last of which will constitute a final warning.

At all times, in formal discussions on behavioural or performance issues, including warning letters, the employee concerned will have the right to have the yard delegate present. A copy of all warnings issued shall be forwarded to the Union. Such warning letters shall stay in force for a period of to 2 years but will remain on file after the said period.

If necessary, and where practicable, the Company will provide outside counselling or training to assist the employee concerned.

- (v) Nothing in sub-clause (iv) removes the right of the Company to dismiss any employee without notice in the event of serious or wilful misconduct.



(g) Appointments/Promotions/Transfers

All selections, promotions or depot transfers shall be allocated on the basis of merit of the candidate with regard to qualifications, skill, medical suitability, training undertaken etc. This shall not apply to transfers within the depot.

Where there are two or more employees that satisfy the above requirements then seniority shall apply.

Casual employees will not be promoted before a permanent employee unless the promotion was declined by the permanent employees themselves.

On appointment of a new starter to a permanent position, such appointment shall be subject to a three (3) month probationary period.

(h) Leave Rosters

There shall be a commitment at all operations to maximise the use of permanent labour by, as far as practicable, minimising the number of employees on annual leave or RDO's at any one time.

Each branch shall have a roster for annual leave and the taking of RDO's prepared in consultation between the manager and employees. This could include consolidation of RDO's by agreement. Changes to such rosters shall only apply by mutual agreement.

(i) Hours of Work

(i) The span of ordinary hours shall be Monday - Friday.

As per relevant awards.

(ii) Any depot which, during the life of this Agreement, agrees to drop the current RDO system (i.e. 152 hours per 4 week cycle) and agrees to the introduction of 7.6 ordinary hours per day, Monday - Friday, shall receive a payment equivalent to 2% of the Award rate from the date of such cessation as part of the enterprise bargaining process. 2% can be in addition but subject to discussion on a depot by depot basis.

(j) Sick Leave

Award conditions apply.

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(k) Key Performance Indicators

The parties are committed to the aims of Enterprise Bargaining and have agreed to develop Performance Indicators on an ongoing basis in the following areas, and other such areas as may be identified from time to time.

- (i) Absenteeism and other lost time;
- (ii) Occupational Health and Safety Performance;
- (iii) Labour ratios eg Permanent / Casual & hours of casual employment
- (iv) Quality Assurance - Customer Service Satisfaction;
- (v) Team work and increased flexibility;
- (vi) Road Performance (running costs, productivity and accident damage)
- (vii) Performance of equipment, within the control of the employee.

Each depot shall prepare key performance indicators for their own operation by 30 June 1995 in preparation for discussions regarding the second level of increase.

(l) Occupational Health and Safety Committee

A Safety Committee shall be established which shall comply with the Occupational Health and Safety Act 1983.

Employee representatives shall be required to attend an approved training course on the proper operation of a Safety Committee.

## 8. SETTLEMENT OF DISPUTES

- (a) The following procedure shall apply in the event of an industrial issue arising:-
- (i) The matter first be discussed between the employee and his immediate supervisor. At the employee's option his delegate may also be present.
- A cooling off period of 24 hours shall commence from this point in time.\*
- (ii) If not settled or an agreed course of action is not found, the matter shall be submitted by the duly elected delegate to the Operations Manager. At any point in these discussions the delegate or Operations Manager may seek the involvement of the Branch Manager.
- A cooling off period of 24 hours shall commence from this point in time.\*
- (iii) The aim of this procedure is to resolve all workplace issues as quickly as possible and as close to the source of the issue as possible. If, however, a matter is not resolved or an agreed course of action is not found, then the procedure will move to step (iv).
- (iv) If not settled, the Delegate shall seek the assistance of the State Secretary of the Union or nominated representative and the Branch Manager may seek to involve the State Manager and/or the Industrial Relations Department in this matter.
- A cooling off period of 24 hours shall commence from this point in time, or until step 5 can be arranged which ever is the earliest.\*
- (v) Any matter which cannot be resolved shall be referred by either party to the New South Wales Industrial Relations Commission. A decision of the Commission shall be accepted by the parties as final, subject to any legal appeal procedures.
- (vi) Pending the resolution of any matter in accordance with the above procedure work shall continue without disruption. The circumstances which applied immediately prior to the dispute arising shall apply until final resolution of this matter, with the exception of disciplinary issues.
- (vii) No party shall be prejudiced as to final settlement by the continuation of work in accordance with this sub-clause.
- (b) (\*) Paragraph (a) Part (i)(ii)(iv), the parties agree to strictly adhere to these procedures, in line with the Cleanaway values of ensuring supporting behaviour which recognises "a sense of ownership of the business by all employees and continuity of excellent customer service".

## EXEMPTIONS TO THE ABOVE PROCEDURE

- A. Safety Issues .- as determined by the OH&S Chairman in consultation with management the AIRC or the State OH&S Bodies.
- B. Essential Services - the parties recognise that the waste industry provides services essential to the health and well-being of the community and that in the event of industrial action arising a level of service, sufficient to prevent health risk, shall be maintained to hospitals, schools, major shopping centres and other agreed similar facilities.
- C. ACTU or State Labour council disputes - 48 hours notice will be given where possible.

## STATUS QUO

The status quo is defined by the practices in place prior to the dispute except for disciplinary issues.

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**9. DURESS**

This Agreement has been made without any duress to any party to it.

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**10. NOT TO BE USED AS A PRECEDENT**

The Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other operation of Brambles Australia Limited.

ENTPBAR/CLEANA.NEW:1 June, 1999

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Table A.

**Adults - Permanent & Part Time Employees**

<b>Grade</b>	<b>Award Rate</b>	<b>Upon Signature</b>	<b>Payable on 1/10/99 Subject to achievement of KPIs</b>
A1	459.00	481.95	504.90
A2	492.20	516.81	541.12
A3	516.70	542.54	568.37
A4	541.90	569.00	596.09
B1	525.00	551.25	577.50
B2	538.00	564.90	591.80
B3	557.00	584.85	612.70
B4	568.20	596.61	625.02
B5	591.90	621.50	651.09
B6	607.90	638.30	668.69
B7	608.50	638.93	669.35
B8	626.40	657.72	689.04

The Base Rate includes the base rate of pay and the "Disability Allowance" and "Payment in Lieu of extra week's Sick Leave".

**Juniors - Permanent & Part Time Employees**

<b>Grade</b>	<b>Award Rate</b>	<b>Upon Signature</b>	<b>Payable on 1/10/99 Subject to achievement of KPIs</b>
16	299.90	314.90	329.89
17	349.40	366.87	384.34
18	403.90	424.10	444.29
19	456.50	479.33	502.15
20	Adult	Adult	Adult

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