

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA03/26

**TITLE:** Cleanaway Sydney Transfer Stations Enterprise Agreement 2002

**I.R.C. NO:** N2/43 / IRC2/6503

**DATE APPROVED/COMMENCEMENT:** 5 February 2003 / Effective 13 October 2005

**TERM:** 13 October 2005

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 14 March 2003

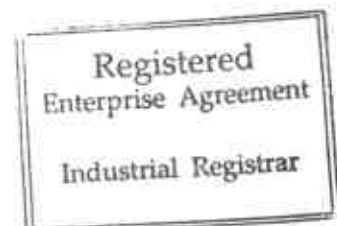
**DATE TERMINATED:**

**NUMBER OF PAGES:** 9

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees of Cleanaway, a division of Brambles Australia Limited, at Ryde, Auburn, Seven Hills and Chullora Transfer Stations, who fall within the coverage of the Transport Industry - Waste Collection and Recycling (State) Award

**PARTIES:** Cleanaway (A Division of Brambles Australia Ltd) -&- the Transport Workers' Union of New South Wales, P M Alford, R L Atkins, L J Ayre, J Crowfoot, S Crundwell, A Dasilva, B T Deal, G Debus, N Duck, P Fitzpatrick, I H Gilchrist, G W Hamilton, P Hatton, L Hollingsworth, A Lee, S Lylyk, N H Marsh, K Moase, G Nichols, P Podesta, G M Porter, K A Rehe, S Reidy, N Reifell, B A Reilly, G Restuccia, J Restuccia, R J Restuccia, G Rowsell, P Savos, B Smith, K G Spurway, R A Spurway, W Spurway, G Tappenden, S Tappenden, B C Taylor, C G Tritton, D Tritton, L A Tritton, D L Whyte



**FILED**  
- 4 FEB 2003  
OFFICE OF THE INDUSTRIAL  
REGISTRAR

# **CLEANAWAY**

# **SYDNEY TRANSFER STATIONS**

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## **ENTERPRISE AGREEMENT**

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**2002**

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## 1. TITLE OF AGREEMENT

The Agreement shall be known as the "Cleanaway Sydney Transfer Stations Enterprise Agreement 2002."

## 2. ARRANGEMENT

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## 3. PARTIES TO THE AGREEMENT

This Agreement is between Cleanaway, a division of Brambles Australia Limited, ("the Company"), and the Transport Workers Union, NSW Branch (the "Union") in respect of employees of the Company employed at Ryde, Auburn, Seven Hills and Chullora Transfer Stations ("the Employees").

## 4. INCIDENCE AND DURATION

This Agreement shall be read in conjunction with the Transport Industry – Waste Collection and Recycling (State) Award, as varied.

Where there are any inconsistencies between this Agreement and the Award, this Agreement shall apply. Where the Agreement is silent, the Award shall apply.

This Agreement shall operate from 13 October 2002 and will expire on 13 October 2005 or on the termination date of the contract(s) between Cleanaway and Waste Service NSW for the operation of the Auburn, Chullora and Seven Hills Transfer Stations, whichever is the earlier.

## 5. EMPLOYEE DUTIES

The company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure and terms of this Agreement.

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## 6. OUR MISSION, VALUES, PEOPLE PROMISE & CAPABILITIES

### 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.

### BRAMBLES PEOPLE PROMISE ...



#### *From Brambles to You*

- Explanation of Brambles' and Brambles' 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 Brambles*

- Commitment to Brambles' 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

## BRAMBLES CAPABILITIES

The parties to this Agreement agree to work in accordance with the principles detailed above and, in a consultative manner, develop and promote a suite of 'Behavioural Indicators' that align to each of the capabilities listed below.

ALL THINGS BEGIN WITH THE CUSTOMER	
Summary Statement	Aspirational Statement
Innovative Customer Solutions	Contribute innovative ideas in line with corporate and business unit strategies
External Focus	Actively solicit feedback from customers and uses it as an opportunity to create business solutions
Customer Relationships	Collaborate with customers to deliver exceptional business solutions
Customer Focus	Be direct, open and responsive in dealing with customers
Benchmarking	Continually consider ways of improving customer quality
Creativity	Think in a company-wide context when considering possible solutions for a customer

WE BELIEVE IN PEOPLE AND TEAMWORK	
Summary Statement	Aspirational Statement
Self Development	Proactively engage in development discussions and seeks opportunities for growth
Feedback	Deliver positive and constructive feedback upwards and downwards
Positive Focus	Proactively take responsibility and operate with a clear focus to meet objectives
Identification with Brambles	Understand how Brambles values contribute to the organisation's sense of purpose
Teamwork (cross functional; across businesses, across countries)	Seek opportunities to work with and learn from colleagues across functions
Integrity	Act with integrity, dealing with colleagues and customers in a straightforward manner

WE HAVE A PASSION FOR SUCCESS	
Summary Statement	Aspirational Statement
Analytical Approach	Approach problems in a thoughtful, logical and analytical manner
Goal Focus	Fulfill commitments of delivering against goals and strives to meet stretch objectives
Operational Focus	Suggest operational and cost improvements wherever possible
Safety, Environmental & Community Awareness	Take responsibility for respecting safety, environmental and community issues within the business
Innovation	Display an enterprising spirit by suggesting innovative ways of achieving performance objectives
Urgency	Always act with a sense of urgency and tenacity, seizing opportunities internally and with customers

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## 7. CLASSIFICATION STRUCTURE

### **Depot Hand (Grade A(2))**

shall mean an employee engaged in any or all of the duties of assisting in the loading or unloading of waste at the station; cleaning, washing and greasing of vehicles and other equipment of the station; cleaning of the station premises; gardening; security of the premises and equipment, traffic control and any other task necessary for the operation of the station and for which the employee has the necessary skills.

### **Night Attendant (Grade A(2))**

shall mean an employee carrying out duties as per Grade 3 above of this classification structure but at night.

### **Transfer Station Operator (Grade B(1))**

shall mean a person engaged to operate all equipment of the Transfer Station and carry out multi-functional duties as and when required by the employers, including where necessary, the duties of Depot Hand. Transfer Station Operator shall mean a person engaged in any or all of the duties of mobile and fixed plant operation; maintenance of premises equipment and vehicles; and where necessary the duties of a depot hand.

### **Weighbridge Attendant (Grade B(1))**

shall mean an employee specifically engaged to perform weighbridge duties and trained for such duties by Waste Services, New South Wales and,

### **Driver (Grade B(7))**

shall mean an employee engaged for the purpose of driving on public roads any vehicle specifically designed for the cartage of waste. A driver shall be responsible for normal maintenance checks on a vehicle in his control; i.e., refuelling, engine, oil, battery water levels, radiator water levels and tyres etc. He shall also be responsible for reporting any defect on such vehicle to the yard supervisor and for the cleanliness and washing of vehicles and,

## 8. HOURS OF WORK

The ordinary hours of work for all employees shall be an average of 38 hours per week, over a four week cycle. The ordinary hours of work may be worked on any day of the week, Monday to Sunday (with any weekend work that is performed to be paid as per Clause 12 of the Transport Industry - Waste Collection and Recycling (State) Award).

Span of hours may vary between sites due to contractual arrangements, and may be varied in accordance with contractual requirements. The span of hours are between 1am and 6pm, however overtime rates shall be paid as per Clause 10 of the Transport Industry - Waste Collection and Recycling (State) Award, where the hours worked are outside the ordinary hours defined above.

Ordinary hours of work for Nightshift Maintenance staff shall be in line with the completion of daily operations. The span of hours are between 3pm and 8am.

The 365 days per year operation of the Transfer Stations will require employees to, as necessary, accept the need for overtime to be worked on days on which they are not rostered for core hours.

A minimum of 4 hours work per day will apply to all casual and permanent part-time employees.

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## 9. STARTING TIME

The starting times vary between the different transfer stations due to contractual arrangements, and may be varied in accordance with contractual requirements. Shift starting times will fall between 1am and 12pm, except for Nightshift Maintenance staff who will be required to start their shift upon completion of daily operations.

An employee's starting time for any day may be varied by giving of 7 days notice. Provided for pressing work requirements or by mutual Agreement starting times may be changed with less than 7 days notice.

## 10. WAGE RATES

The following wage rates shall apply from 13 October 2002 for the life of this Agreement.

	13 October 2002	13 October 2003 (3% increase)	13 October 2004 (3% increase)
Driver (B7)	\$19.53	\$20.12	\$20.72
Operator (B1)	\$15.95	\$16.43	\$16.92
Depot Hand (A2)	\$14.95	\$15.40	\$15.86
Weighbridge Attendant (B1)	\$15.95	\$16.43	\$16.92
Nightshift Maintenance (A2)	\$19.53	\$20.12	\$20.72

These rates are inclusive of the disability allowance, in lieu of additional sick pay allowance, driver of articulated vehicle allowance and the nightshift loading where appropriate. The above rates are fixed for the term of this Agreement and shall absorb any National or State Wage Decision increases.

First aid and Meal allowance will be as per the Award.

## 11. PAID MEAL BREAK

Ordinary hours shall be inclusive of a 20 minute paid meal break which shall be taken at a time and in such a way as not to interfere with the continuity of operations. Nothing in this clause shall interfere with an employees right to take a paid meal break.

## 12. OVERTIME

All over time will be paid after 7.6 hours at the rate of time and a half for the first two hours and double time there on after.

Overtime rates apply to part time employees in the following circumstances:

- work done in excess of the ordinary hours per day determined in accordance with clause 7 - Hours of work;
- work outside the ordinary span of hours determined in accordance with clause 8 - Hours of work;
- work in excess of 38 hours in any week.



### 13. PAYMENT OF WAGES

All wages shall be paid weekly by Electronic Funds Transfer (EFT) transmitted by the company no more than two working days after the end of the pay period.

### 14. HIGHER FUNCTION

Where an employee is called upon in any day to do work for which a higher rate of pay is payable then the employee will be paid at the higher rate for time worked in the higher function only. A minimum of two hours will be paid.

### 15. MEDICAL EXAMINATIONS

The company shall require prospective employees to undertake a medical examination prior to the commencement of employment and employees from time to time during the course of their employment. The cost of such examination will be met by the company.

Employees shall undertake all reasonable steps which may be necessary to ensure their fitness for the work required.

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### 16. SUPERANNUATION

Superannuation contributions shall be made to either the Brambles Superannuation Trust Fund or the Transport Workers Superannuation Fund as elected by the employee.

### 17. DISPUTE SETTLEMENT PROCEDURE

17.1 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 17.3, 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.

17.2 The Dispute Settlement Procedure shall be:

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

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

- Any matter shall first be discussed between the employee and supervisor.
- The Union Delegate shall consult with the Supervisor on the matter.
- If the dispute is not resolved at the above level, the matter may be discussed between the union delegate and the workplace manager.

17.2.3 If the matter cannot be resolved within the steps identified in subclause



17.2.2, 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.

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

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

### 17.3 Status Quo

In order to allow the parties to resolve industrial matters in a speedy manner, it is agreed that no stoppages, bans or limitations should occur during that time. The status quo shall be maintained until the matter is resolved. The status quo is defined as that which existed immediately prior to the change or incident or event which led to the grievance. The status quo does not apply where the Brambles Australia Code of Conduct has been applied to a termination of employment.

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 requirements.

### 18. REDUNDANCY

The parties agree that should Cleanaway be unsuccessful in re-winning the current contract, the Company will make all reasonable efforts to find alternative employment within the Company or wider Brambles Group of Companies. Should the Company be unable to place the employee with the incoming Contractor, only then will the employee be made redundant. Redundancy will be seen as the last option.

### 19. NO EXTRA CLAIMS

It is agreed by the parties that up to the nominal expiry date of this Agreement:

- the employees will not pursue any extra wage claims, whether award or overaward;
- the employees will not seek any changes to conditions of employment; and
- this Agreement will cover all matters or claims regarding the employment of the employees.



20. SIGNATURES OF THE PARTIES TO THIS AGREEMENT:

Signed for and on behalf of the Company:

Signature: [Handwritten Signature]  
 Name: A. RUSSELL  
 Position: BRANCH MANAGER  
 Date: 03 / 02 / 2003

Signed on Behalf of the Transport Workers Union of Australia – NSW Branch:

Signature: [Handwritten Signature]  
 Name: A. Sheldon  
 Position: State Secretary  
 Date: 03 / 02 / 2003

