

REGISTER OF  
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA99/8

TITLE: Cleanaway - Unanderra Enterprise Agreement 1998

I.R.C. NO: 98/6435

DATE APPROVED/COMMENCEMENT: Approved 11 December 1998 and commenced 1 July 1998.

TERM: 24 months

NEW AGREEMENT OR  
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged for all work excluding Greenwaste system

PARTIES: Brambles Australia Ltd t/as Cleanaway Industrial Waste Services -&- Transport Workers' Union of Australia, New South Wales Branch



## ENTERPRISE BARGAINING AGREEMENT

### UNANDERRA DEPOT (TRADEWASTE)



The following items are tabled for discussion:

**1. Title**

The agreement shall be referred to as the Cleanaway - Unanderra Enterprise Agreement 1998.

**2. Parties to the Agreement**

This agreement is made in accordance with the provisions of the NSW Industrial Relations Act 1996, and between Cleanaway, an operating division of Brambles Australia Limited and the Transport Workers Union of Australia (NSW branch on the other part in respect to employees of the company engaged from the site located at Lot 3 Berkeley Road Unanderra on all systems excluding the Greenwaste system.

**3. Term of Agreement**

This agreement will be affective for a period of two years from the 1 July 1998. It is agreed that negotiations for the next E.B.A. shall begin six months prior to the expiry of this E.B.A.

**4. Relevant Awards**

The relevant award which applies to employees covered by this Agreement is the Transport Industry Trade Waste (State) Award in respect to employees engaged for all work excluding the Greenwaste system.

Provided that this Agreement shall apply to the extent of any inconsistency with the provisions of the nominated award.

The parties agree that following ratification of the Cleanaway Unanderra Enterprise Agreement 1998 by the NSW Industrial Relations Commission, the 1993 Cleanaway Unanderra Enterprise Agreement is terminated.

**5. Weekend Work (Multi Systems)**

Work load permitting, a rostered driver may perform duties on a different system during a weekend shift. For example, a dino operator may perform a marrel service and so on. Naturally if scheduled work is in demand an additional operator would be utilised.

**6. (i) Shift Changes - Permanent**

Permanent shift and/or system changes may be instigated at short notice, not necessarily 24 hours in advance, provided that no undue hardship will result to the employee. In any event, the period of notice shall not exceed seven days.

**(ii) Shift Changes - Short Period**

Both parties recognise that to be competitive in the market our workforce needs to have flexibility. To meet this end, employees may be required to change shifts at short notice, not necessarily 24 hours in advance, provided that no undue hardship will result to the employee. For example, a day shift employee may be required to change to night shift to meet customer requirements and will be paid night shift allowance as per Clause 4A (iii) (a) of the Transport Industry Trade Waste (State) Award. Overtime will be paid for any additional hours worked outside the shift ordinary hours. Eight hour pay at the appropriate shift rate eg night shift 30%, afternoon shift 17.5%. Early morning shift 12.5% will be paid for 8 hour period from commencement of shift. Overtime rates will then apply at the conclusion of 8 hours as per award - first two hours at time and a half, balance at double time. When applicable, overtime penalty rates apply in lieu of shift work loadings (ie they are non cumulative).

**7. Customer Relations**

All employees will commit to promoting the company's image by way of providing an excellent service, friendly customer relations and a high standard of personal presentation. In other words, be polite and assist where possible.

**8. Uniforms**

Each employee shall be neatly dressed in full uniform ready for commencement of their shift. This includes company issued shirts, shorts, trouser or overalls and safety work boots. Anyone not properly attired will be not be permitted to start their shift and will not be paid until they return properly dressed. Uniforms issued as required (new for old).

**9. Equipment Cleanliness**

In line with company image guidelines, each employee is responsible to ensure the vehicle and/or equipment they are operating is cleaned on a regular basis.

**10. Cheques/Cash**

Employees may from time to time be required to pick up cheques/cash from clients. And issue such clients with a receipt for payment.



**11. Technology**

Employees agree to undergo training and properly operate new technological equipment and computer systems as required.

**12. Income Protection Insurance**

The parties have agreed to finalise the introduction of an Income Protection Insurance scheme in accordance with Brambles Australia Policy and Guidelines.

The wage rates provided for in the attached schedule include a component for Income Protection Insurance and:

- 12.1 The company will deduct an amount from the employees base weekly wage as "Employee Income Protection Insurance" at the employees discretion and remit to the appropriate fund.
- 12.2 Alternatively, an employee can elect to retain all of the increased amounts in lieu of Income Protection Insurance.

**13. Changing of Tyres**

Where possible vehicles will be fitted with spare tyres. All attempts will be made that tyres be changed by both operators and or mechanics, where operationally possible.

**14. Productivity Improvements/Measures**

*(a) Consultative Committee*

As part of the process of Enterprise agreements, a workplace employer/employee consultative committee, will be introduced. This will be done within the first month, after signing.

The objectives of the Consultative Committee is to increase the efficiency, productivity, flexibility and competitiveness of Cleanaway operations and to enhance career opportunities and job security of the employees. They are to establish improved and effective consultation and communication procedures between management and employees and to enhance employee relations at the workplace.

Further the Consultative Committee will be the vehicle through which subsequent agreements will be developed.

All such agreements reached will be subject to endorsement by the employees in consultation with their relevant unions and by senior management of the Company.

*(b) Key Performance Indicators*

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

These shall be addressed at the first consultive committee.

- \* Absenteeism and other lost times.
- \* OH&S performance
- \* Quality of Service (customer complaints and difficulties)
- \* Road performance (tyres, fuel, R&M and accident damage)
- \* Productivity improvements



As an example, detailed below are the actual improvements which are sought in - the first 6 months of this agreement.

SYSTEM	6 MONTHLY	6 MONTHLY
Frontlift	23.1m <sup>3</sup> per hour	25.3m <sup>3</sup> per hour
Roll Off	0.79 lifts per hour	0.84 lifts per hour
Lift On	1.04 lifts per hour	1.1 lifts per hour

**15. Wage Increases**

This agreement shall commence from 1 July 1998 and remain in force for a period of 2 years.

During the life of this agreement, the wages for employees who are employed under the Transport Industry Trade Waste (State) Award will be increased by an amount of 10% compounded, based on three increments as set out in the following table.

DATE	PERCENTAGE	WEEKLY WAGE	INCREASE FROM BASE RATE
01/07/98	4.0% less income protection if elected	\$613.55	\$23.60
01/01/99	3.0%	\$631.95	\$42.00
01/10/99	3.0%	\$650.91	\$60.96



## **16. Dispute Settlement Procedure**

- 16.1** The parties of 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.

- 16.2** The Dispute Settlement Procedure shall be:

**16.2.1** All matters shall be attempted to be resolved within the workplace.

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

**16.2.2.1** Any matter shall first be discussed between the employee and supervisor

**16.2.2.2** The Union Delegate shall consult with the Branch Manager on the matter.

**16.2.3** 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 the relevant Company officials shall take place. This could include the Company's Employment Services Department.

**16.2.4** If the matter still cannot be resolved, it shall be referred by either party to the NSW Industrial Relations Commission (AIRC) for conciliation and where necessary, arbitration. A decision of the Commission shall be accepted by the parties as final, subject to any legal appeal procedures.

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

## **16.3 Continuity of Service**

Consistent with the intent of the Industrial Relations Act 1996, the Union and its members employed by the Company 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.

This undertaking is subject only to occupational health and safety requirements and the employment provisions of this Agreement.

- 16.4 No party shall be prejudiced as to final settlement by the continuance of work.
- 16.5 The circumstances which applied immediately prior to the dispute arising shall continue until final resolution of the matter unless taken through the Code of Conduct (Appendix A).

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.



## APPENDIX A

## CODE OF CONDUCT

## 1. Aims

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

Identifying to the employee behavior that is unacceptable to Cleanaway.

Providing employees, through a counseling and disciplinary process an opportunity to correct unacceptable behavior and/or to rectify poor work performances.

Ensuring that where unacceptable behavior or poor work performance persists, despite counseling and disciplinary action, that any termination that may ensue is conducted in a manner that is demonstrably fair and just.



## 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 contributes to the achievement of the work objectives of their respective business unit.
- \* Positively participate in approved, relevant training and to provide on the job training to others where appropriate.
- \* 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 Brambles Equipment, clients, associates and members of the general community with due respect, courtesy and good manners.
- \* Comply with the terms, conditions and commitments of the Enterprise Agreement.
- \* Comply with acceptable personal presentation.
- \* Complete all necessary documentation on time with acceptable attention to detail, accuracy, neatness, etc.
- \* Ensure that all equipment is cleaned, checked and stored properly. That the depot and buildings are clean, neat and tidy, where necessary, idle time shall be utilised for this purpose.



Unacceptable behavior 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 Brambles Equipment;
- \* Intimidatory acts or assaults;
- \* Drunkenness, intoxication and illicit drug use.
- \* Poor personal presentation.



### 3. Disciplinary Procedures

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

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

- \* Verbal warning/counseling;
- \* Written warnings/counseling/training/re-training;
- \* Termination.

### 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.

### 5. Summary Dismissal

In circumstances of serious misconduct i.e. misconduct of a kind such that it would be unreasonable to require the employees to continue the employment during the notice period; the Company may summarily terminate an employee's contract of employment.



Enterprise Bargaining Agreement – Tradewaste



*It is hereby agreed that the foregoing (pages 1 – 6 inclusive), establishes an Agreement between us.*

Signed for & on behalf of Cleanaway

S. Well

*Print name & position*

Steve Wellington Dept Manager

Dated 16-10-98

Witness Signature

[Signature]

*Print name*

R. Hamilton

New South Wales branch

Signed for the Transport Workers Union of Australia on behalf of their members at Cleanaway Unanderra

D. Clode

*Print name & position*

DON CLODE SUB-BRANCH SEC.

Dated 23-10-98

Witness Signature

[Signature]

*Print name*

MICHAEL AIRO