

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/64

TITLE: Cleanaway (NSW) Municipal Services (Blacktown Transport) Agreement of 1998

I.R.C. NO: 99/4446

DATE APPROVED/COMMENCEMENT: Approved 2 September 1999 and commenced 1 April 1999

TERM: 31 July 2000

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE: 31 March 2000

DATE TERMINATED:

NUMBER OF PAGES: 27

COVERAGE/DESCRIPTION OF

EMPLOYEES: It covers all employees engaged under the scope of the Transport Industry - Waste Collection and Recycling (State) Award, at the company's Blacktown depot

PARTIES: Cleanaway - Municipal Services -&- Transport Workers' Union of Australia, New South Wales Branch



REGISTERED
- 1 JUN 1999

Enterprise Bargaining Agreement

Blacktown Depot

Thursday 13th May 1999

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Enterprise Bargaining Agreement Proposal

Prepared - Thursday 13th May 1999

Final This document is to be read in conjunction with the EBA document attached and dated 21st October, 1998.

The Company and the Employees have agreed the following:

1. Agreement to cover all drivers at Blacktown.
2. 2% (of the 5% x 5% claim) increase to be paid to all drivers upon the signing of this agreement by the Union, i.e. an expected date of Thursday 13th May 1999.
3. Final 5% of the 5% x 5% claim to be paid October 1st, 1999.
4. Pending achievement of Key Performance Indicators, final 5% of the 5% x 5% claim to be paid October 1st, 1999. Term of the EBA to be sixteen (16) months from April 1st, 1999 until 31st July 2000.
5. The following is optional for each employee. 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 "cash-in". For the purposes of this clause each quarter is to be calculated with reference to the 1st April 1999. That is, the first time employees would be able to cash-in Sick Leave is on the 1st July 1999, provided they have a bank of five (5) days. Under no circumstances would sick leave be paid out at termination of employment.



6. For the six months from April 1st 1999 to September 30th 1999 the drivers and the company will assess in committee the drivers' performance in relation to the following benchmarked, Key Performance Indicators to achieve a 5% increase on October 1st, 1999:

- **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 31st 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 twelve (12). Therefore the goal to be achieved per six months is ten (10) (80% of 12) such incidents or less. For a quarter the goal is to achieve five (5) 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 31st March 1999. This 1% is to be paid on yard wide basis.

- **Accident Damage** The cost will be the actual cost of repairing Cleanaway's or Third Parties' vehicles. The six months to end March 31st 1999 will be used as a comparison point. For this period the cost of such incidents amounted to \$17,000. 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 \$25,000 or less and for a quarter the goal is \$12,500 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 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 the benchmark target. This 1% is to be paid on a yard wide basis.

- **Customer Service Attached as appendix A is the Customer Service standard laid down by a Council in a recently won Contract which will commence in late 1999. From this standard has been derived a level of customer service that is to be achieved by the Blacktown yard. Customer Service Failures will include the following:**

- i) **Missed Services**
- ii) **Spilled Garbage**
- iii) **Recyclables Litter**
- iv) **Irresponsible or Offensive Behaviour including**
 - 1) **Not being in adequate control of a collection vehicle**
 - 2) **Driving a collection vehicle in such a manner as to pose a hazard to other road users (eg collection from both sides of road)**
 - 3) **Demonstrably offensive behaviour while undertaking collection duties on Council's behalf.**
 - 4) **Collection service commencing or ending in contravention of the operating hours identified for that service at that location.**
 - 5) **Collecting of trade waste independently of Council using Council's collection service vehicle.**



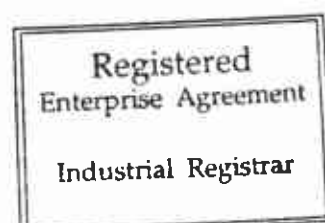
The following table outlines the required level of service in the Kogarah Contract which is to be the model for Blacktown:

Recently Won Contract	Weekly Services	Customer Service Failures Allowed / Week
Garbage	19,500	12
Recycling	9,750	12
Total	29,250	24

24 "Customer Service Failures" in 29,250 services equates to an allowable percentage of 0.082% or 8.2 "Customer Service Failures" per 10,000 services. For Blacktown this equates to:

Contract	Weekly Services	Customer Service Failures Allowed / Week
Baulkham Hills Garbage	40,500	33
Baulkham Hills Recycling	20,250	17
Blacktown Recycling	37,500	31
Penrith Recycling	26,750	22
Parramatta Garden Waste	18,791	15
Total	143,791	118

In recent months at the Blacktown yard, the average number of "Customer Service Failures" has been 50 per week, so the following target is reasonable and achievable:



Over the six months from April 1st 1999 to October 31st 1999, the level of "Customer Service Failures" needs to be less than 3,068 or (118 x 26 weeks). For a quarter the goal would be 1,534 or (118 x 13 weeks). The "118" benchmark would be adjusted upwards with increased services.

Customer Service will account for 3% of the 5% to be paid in October. Should the benchmarks fail to be achieved, then this 3% would not be paid. Once paid, the 3% in relation to this target has to be earned each quarter by continuing to achieve a level that is acceptable relative to the benchmark. This 3% is to be paid on a yard wide basis.

Commitment to Vehicle Availability

In order to promote the maximum vehicle availability and to satisfy employees' concerns about vehicle maintenance, two Union delegates will meet, on full pay, for one hour per fortnight with the Equipment Manager and Service Manager to air employees' concerns. This meeting will produce written minutes and action plans to be circulated on notice boards.

Commitment to Run Restructuring

The parties commit to run restructuring to review the growth areas to achieve a reduction in excessive overtime. During the first three months of this agreement two Union delegates will meet, on full pay, for one hour per month with the Service Manager to review the Customer Service department progress towards run restructuring. This meeting will produce written minutes and action plans to be circulated on notice boards.

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Commitment to Wage Accuracy

During the life of this agreement one Union delegate will meet, on full pay, for one half (1/2) hour per fortnight with the Payroll Officer to air employees' concerns.

Matthew Barton
for

Trevor Morrow
Manager

[Signature]
11/6/99

13 - 5 - 99

Date

[Signature]

Union Delegate

3. 6. 99

Date

[Signature]

Union Secretary

14.5.99

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) Collection 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

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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.

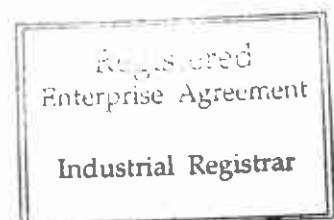
This shall not commence till three months after the commencement date. Inadequately completed services may include without limitation spilled garbage, recyclables litter and missed services.

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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Draft 6 of Wednesday 21st October 1998

**CLEANAWAY (NSW) MUNICIPAL SERVICES
(BLACKTOWN TRANSPORT)**



PART I - APPLICATION AND OPERATION

1.0 TITLE

This Agreement shall be referred to as the CLEANAWAY (NSW) MUNICIPAL SERVICES (BLACKTOWN TRANSPORT) AGREEMENT of 1998

2.0 ARRANGEMENT

Clause No. Title of Clause

PART 1 - APPLICATION & OPERATION

- 1 Title
- 2 Arrangement
- 3 Commencement Date of Agreement & Period of Operation
- 4 Parties
- 5 Coverage

PART 2 - COMMUNICATION, CONSULTATION & DISPUTE RESOLUTION

- 6 Agreement Objectives
- 7 Consultative Process
- 8 Dispute Settlement Procedure

PART 3 - COMPANY & EMPLOYEES, DUTIES, EMPLOYMENT RELATIONSHIP & RELATED ARRANGEMENTS

- 9 Contract of Employment

PART 4 - WAGES & RELATED MATTERS

- 10 Classifications & Wage Rates
- 11 No Extra Claims

PART 5 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

- 12 Hours of Work
- 13 Meal Allowances
- 14 Overtime
- 15 Start Times
- 16 Uniforms
- 17 Sick Leave
- 18 Replenishment
- 19 Rehabilitation
- 20 Discipline



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3.0 COMMENCEMENT DATE OF AGREEMENT & PERIOD OF OPERATION

This Agreement shall operate on and from the beginning of the first pay period to commence after the date of signature by the parties and shall remain in force until 31st March 1999.

This document is an interim EBA while negotiations continue on a more comprehensive document. It is the parties intent to develop KPI's (Key Performance Indicators) as a component to this future document.

4.0 PARTIES BOUND

The parties to this Agreement are Cleanaway, an operating division of Brambles Australia Limited, (the company) and the Transport Workers Union, NSW Branch (the "Union") in respect of employees of the Company engaged as drivers, under the terms of the Transport Industry - Waste Collection and Recycling (State) Award, at the Municipal Services site at Blacktown.

5.0 COVERAGE OF AGREEMENT

The provisions of this Agreement apply in lieu of Transport Industry - Waste Collection and Recycling (State) Award, the Cleanaway NSW Agreement 1995 and the Cleanaway Baulkham Hills Rurals Contract Agreement 1997 to the extent of any inconsistencies.



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PART 2 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

6.0 AGREEMENT OBJECTIVES

The fundamental objectives of this Agreement are as follows:

Service Concept

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

Quality Assurance

Co-operating in the achievement and maintenance of Quality Assurance accreditation including the completion of necessary paperwork.

Occupational Health Safety & Environment

Compliance by the Company and employees with their statutory Occupational Health and Safety obligations to prevent accidents and workplace injuries.

Recognise individually and collectively the responsibility to respect and care for the environment in which work is performed.

Employee Relations

Avoid 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.

Create an environment where individuals work as a team to co-ordinate their efforts and become an efficient and effective group.

Build openness and trust which delivers positive employee relations benefits to all participants.

Provide leadership, which exhibits consideration for people, promotes trust and teamwork and empowers people to improve their work processes.

Promote 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 implementation of new technology shall be approached in a consultative manner with appropriate training supplied by the Company.

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

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

Consistent with the intent of the Industrial Relations Act 1996, 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 requirements.



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**PART 3 - COMPANY AND EMPLOYEES, DUTIES, EMPLOYMENT
RELATIONSHIP AND RELATED ARRANGEMENTS**

9.0 CONTRACT OF EMPLOYMENT

9.1 Employment Categories

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

9.2 Probationary Period

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

9.3 Full Time Employment

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

9.4 Part-time Employment

9.4.1 A part-time employee is a weekly employee appointed as such and whose guaranteed number of ordinary weekly hours is less than 38. Provided that a part-time employee shall be engaged for not less than 20 ordinary hours per week and not less than 4 hours in any period of work. A part-time employee's roster may be changed given seven (7) days notice to the employee.

9.4.2 An employee so engaged shall be paid per hour one thirty-eighth of the weekly rate prescribed by Clause 10.1(a) - Classifications & Wage Rates for the classification in which the employee is engaged.

9.4.3 Leave provisions shall apply to part-time employees. The payment for such entitlements shall be calculated on a proportional basis.

9.4.4 Part-time employees may be offered additional work up to 38 hours per week at overtime rates.

9.4.5 Overtime rates are to be paid after work in any one day outside of the requirements of Clause 14 - Hours of Work.



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9.5 Casual Employment

- 9.5.1 A casual employee is an employee engaged as such and paid by the hour.
- 9.5.2 A casual employee while working ordinary hours shall be paid on an hourly basis one thirty-eighth of the appropriate weekly wage rate prescribed by Clause 10.1(b) Classifications and Wage Rates.
- 9.5.3 A casual employee shall be paid for a minimum of 4 hours work in any engagement.
- 9.5.4 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.

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PART 4 - WAGES & RELATED MATTERS

10.0 CLASSIFICATION & WAGE RATES

10.1(a) The following wage rates shall apply during the life of this Agreement reflecting a 3% increase in rates.

Adults - Permanent & Part Time Employees

Grade	Base Rate	Upon Signature
A1	459.00	472.77
A2	492.20	506.97
A3	516.70	532.20
A4	541.90	558.16
B1	525.00	540.75
B2	538.00	554.14
B3	557.00	573.71
B4	568.20	585.25
B5	591.90	609.66
B6	607.90	626.14
B7	608.50	626.76
B8	626.40	645.19

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

Grade	Base	Upon Signature
16	299.90	308.90
17	349.40	359.88
18	403.90	416.02
19	456.50	470.20
20	Adult	Adult

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10.1(b)

Adults - Casuals

Grade	Base	Upon Signature
A1	539.64	555.83
A2	579.48	596.86
A3	608.88	627.15
A4	639.12	658.29
B1	618.84	637.41
B2	634.44	653.47
B3	657.24	676.96
B4	670.68	690.80
B5	699.12	720.09
B6	718.32	739.87
B7	719.04	740.61
B8	740.52	762.74

Juniors - Casuals

Grade	Base	Upon Signature
16	348.72	359.18
17	408.12	420.36
18	473.52	487.73
19	536.64	552.74
20	Adult	Adult

10.2 Allowances (other than those referred to above) shall be paid in accordance with the relevant Award.

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10.3 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.

10.4 Superannuation

- 10.4.1 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 Trust

11.0 NO EXTRA CLAIMS

It is a term of this Agreement that during the nominal term set out in Clause 3 there shall be no claims for wages and allowances or terms and conditions of employment except as provided for within this Agreement.

It is also a term of this Agreement that any wage movements arising during the life of this Agreement from State Wage Case decisions shall be absorbed against the rates of pay set out in Clause 10.

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PART 5 - HOURS OF WORK, TRAINING, OVERTIME MEAL ALLOWANCES, OVERTIME, START TIMES, SICK LEAVE, REPLENISHMENT OF FUEL, OILS, LUBRICANTS AND WATER, WORKERS COMPENSATION AND DISCIPLINE.

12.0 HOURS OF WORK

12.1 As per the Award, the ordinary hours of work shall not exceed eight (8) hours per day or thirty-eight (38) hours per week or seventy six (76) hours per fortnight or one hundred and fifty two (152) hours per 4 weeks and such hours shall be worked between the hours of midnight Sunday and midnight Friday inclusive.

In the case of the Penrith and Baulkham Hills Rurals Contracts, the ordinary hours of work shall not exceed nine point five (9.5) hours per day, or 38 per week.

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12.3 TRAINING

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. An employee may not "unreasonably" refuse to carry out such training.

13.0 OVERTIME MEAL ALLOWANCES

All employees who commenced with the Company after the 26th September 1995 shall be paid a meal allowance after two (2) hours overtime has been worked on any day, Monday to Friday.

All employees who commenced with the Company before the 26th September 1995 shall be paid a meal allowance after any overtime has been worked on any day, Monday to Friday.

Meal allowances shall be paid at the rate of \$7.50.

14.0 OVERTIME

The Company may require an employee to work reasonable overtime at overtime rates.

15.0 START TIMES

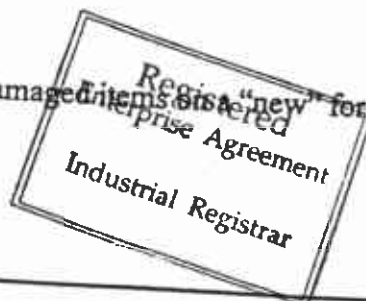
15.1 The Company shall fix for each employee a regular starting time for each day of working ordinary hours. That starting time may differ on days of the week.

15.2 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.

16.0 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.



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17.0 SICK LEAVE

- 17.1 Except in exceptional circumstances, employees unable to attend work by reason of illness shall notify their Supervisor before the rostered commencement time.

18.0 REPLENISHMENT

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

19.0 REHABILITATION

- 19.1 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.
- 19.2 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.
- 19.3 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".

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20.0 DISCIPLINE

CODE OF CONDUCT

20.1 Aims

This Code of Conduct 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 Cleanaway.

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

20.2 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 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 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. Participate in ensuring that the depot and buildings are clean, neat and tidy. Where necessary, idle time shall be utilised for this purpose provided the duties are meaningful.

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 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.

20.3 Disciplinary Procedures

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

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 one (1) verbal and two (2) written advices. The second written advice will constitute a final written warning.

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. For the avoidance of doubt, each warning, whether verbal or written, shall stand for two (2) years. That is, any warning whether verbal or written shall be included in calculating whether an employee has received three (3) warnings within a two (2) year period.

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

20.4 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;

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- 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.

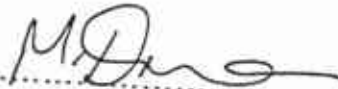
20.5 Summary Dismissal

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.

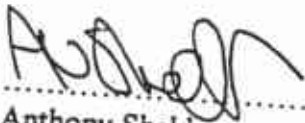
Signed by :



Ron Leaney)
(Employee Representative)



Monique Driver
(Transport Workers Union)



Anthony Sheldon
(Transport Workers Union)



Trevor Morrow
(Branch Manager, Cleanaway)



Adults - Permanent & Part Time Employees

Grade	Award Rate	Upon Signature	Payable on 1/10/99 Subject to achievement of KPIs
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

Grade	Award Rate	Upon Signature	Payable on 1/10/99 Subject to achievement of KPIs
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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