

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/295

TITLE: Brambles Cleanaway Northern NSW - Coffs Harbour Depot Enterprise Agreement 2001

I.R.C. NO: 2001/5284

DATE APPROVED/COMMENCEMENT: 21 August 2001/11 February 2001

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 9 November 2001

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged at the company's depot at Lot 2 Englands Rd, Coffs Harbour

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

E+1
2/8

***ENTERPRISE
BARGAINING
AGREEMENT***

***CLEANAWAY NORTHERN NSW/
COFFS HARBOUR DEPOT 2001***

EBA

1) *TITLE*

This agreement shall be referred to as the Brambles Cleanaway Northern NSW - Coffs Harbour Depot Enterprise Agreement 2001.

2) *ARRANGEMENT*

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3) *PARTIES BOUND*

This agreement shall be binding upon Brambles Australia Limited trading as Cleanaway ("the Company") and the Transport Workers Union of Australia, New South Wales Branch ("the Union") and all employees of the company engaged at its depot at Lot 2 Englands Road, Coffs Harbour, whether members of that union, or not.

4) *APPLICATION*

- i) This agreement shall apply to work carried out in or in connection with the collection, transportation and/or disposal of solid or liquid industrial, commercial or domestic waste, recycling materials, refuse, garbage, sullage, sewerage and any other like material whether in its raw or natural state, wholly or partly manufactured state or decomposed or partly decomposed state.

- ii) The general terms and conditions of employment of persons covered by this agreement shall be those prescribed by the "Transport Industry - Waste Collection and Recycling (State) Award, as varied".
- iii) Provided that where the terms of this agreement are inconsistent with the provisions of the Transport Industry - Waste Collection and Recycling (State) Award, this agreement shall apply to the extent of any inconsistency.
- iv) Given that the In-principle agreement reached with the Transport Workers Union in August 2000 was for the roll over of existing Enterprise Agreements, this Agreement includes the relevant components of the In-principle Agreement and will replace any other agreements that exist at the Coffs Harbour depot.

5) ***DURATION OF AGREEMENT***

- i) This Agreement shall operate from the first pay period after the 11 February 2001 and shall apply for a period of 36 months, expiring on the 11 February 2004. For the purpose of a further Agreement the parties shall commence negotiations by 11 June 2003.
- ii) Provided that if the parties have not finalised a further Award or Enterprise Agreement by 11 November 2004 then either party may terminate this Agreement by the issuing of 3 months notice to the other party and Industrial Relations Commission of New South Wales, pursuant to section 44 of the Industrial Relations Act 1996, as amended. In that case employment provisions shall revert to the Transport Industry Waste Collection - Recycling Award, as varied.

6) ***AIMS & OBJECTIVES***

The aim of this agreement is to improve the business unit's productivity by:

- i) Providing an employment environment that improves the living standards and provides job security satisfaction and career path development for all employees.
- ii) Implementing workplace reforms and aim for world best practice of our operations.
- iii) The continued development of quality assurance systems to enhance our performance and service to our customers.
- iv) Initiating programs that provides growth and expansion of the business unit by having the most efficient employees, systems of work and equipment.

7) ***COMMITMENT***

The parties of this agreement are committed to ensure that:

- i) All employees and management of the business unit are given an equal opportunity to participate in the process and decision making through the depot consultative committee.
- ii) All employees are part of a flexible workforce participating in a continuous improvement program.
- iii) The measures contained in the agreement lead to real gains in productivity.
- iv) The dispute settlement procedures provided for in this agreement are rigorously applied and enforced.
- v) The company and employees commit themselves to the successful implementation and continuing administration of a quality assurance program.
- vi) The company and employees commit themselves to the development, monitoring maintenance and improvement of service to clients.

8) ***DEPOT CONSULTATIVE COMMITTEE***

- i) The consultative committee shall comprise of one employee from each of the following areas: administration, maintenance drivers/operators, depot supervisor, and recycling supervisor.
- ii) The committee shall nominate their own chairperson.
- iii) The committee shall meet bi-monthly.
- iv) Minutes shall be recorded and displayed on the depot noticeboard.
- v) Consider issues relating to the morale of employees including their expectations and needs.
- vi) Consider ways of improving work group performance.
- vii) Consider multi-skilling of the workforce.
- viii) Monitor the effectiveness of this EBA, including KPIs provided for within this Agreement.
- ix) Monitor systems of expenditure/performance.
- x) Monitor rostering and absenteeism.
- xi) Review QA procedure and monitor compliance.
- xii) Consider training needs and certification.

xiii) OH&S issues and performance.

9) **CUSTOMER SERVICE**

i) Replacement of 240ltr mobile cart lids, lid hinge pins, dividers, divider retaining clips and wheels.

a) Drivers/Operators as part of their normal daily duties agree to undertake the abovementioned replacements/repairs.

b) The company agrees to make space available on trucks for the carrying of spare equipment and tools to enable the abovementioned repairs to be undertaken.

ii) Drivers/Operators as part of their normal duties agree to service all 240ltr mobile carts which have been placed incorrectly at the kerbside, blocked by parked vehicles or any other obstruction that may hinder the servicing of the cart, from the normal operating position.

iii) Drivers/Operators as part of their normal duties agree to pick up all litter that may fall out of the 240ltr mobile cart as part of the normal pickup and clear cycle (does not include light material sucked from container during the lid opening process).

iv) Drivers/Operators as part of their normal duties agree to fill out and place on 240ltr mobile carts, bin stickers as provided, to inform customers in regard to problem containers and their required course of action, to remedy that situation.

v) Containers that are observed to be:-

a) Cross contaminated should be stickered and not serviced.

b) Any container that may cause damage to either the truck or the lifting mechanism or the container by attempting to clear the contents of that container should be stickered and not serviced.

c) Any container that is observed to contain an item or substance or liquid that by its nature may cause injury or breach the company OH&S policy by attempting to clear the container should be stickered and not serviced

d) All bins not out for collection should be called into the office where they will be recorded on the bins not out for collection sheet.

e) At locations where ongoing problems occur, the depot supervisor should be notified, who will then take the appropriate action to remedy the situation.

- f) Drivers/Operators as part of their normal duties agree to record daily, the jobs undertaken to comply with item a), b), c), d) and e) and hand in daily to the depot office. This information will be used to formulate and access depot efficiency and productivity gains.
- g) Drivers/Operators as part of their normal duties agree to rigorously apply and uphold the contract and QA requirements of all work and undertakings carried out by the company.

10) ***SETTLEMENT OF DISPUTES PROCEDURE***

i) The following procedure shall apply in the event of an industrial issue arising:-

- a) The matter first be discussed between the employee and their immediate supervisor. At the employee's option the delegate may also be present.

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

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

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

- c) 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 (d).

- d) If not settled, the Delegate shall seek the assistance of the State Secretary of the Union or nominated representative and the Manager Northern NSW may seek to involve the State Manager and/or the Employment Services Department in this matter.

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

- e) 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.

- f) 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.

- g) No party shall be prejudiced as to final settlement by the continuation of work in accordance with the sub-clause.
- ii) Paragraph (i) Part (a)(b)(d), 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 Industrial Relations Commission 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.

11) *PERFORMING MINOR REPAIRS*

All Drivers/Operators will be required to perform minor mechanical and safety repairs to enable all fleet vehicles to commence work and perform with minimal disruption at any time.

No Driver/Operator will be asked or expected to perform a task or duty where any form of danger or unsafe working conditions apply. All operators will be trained in any operation that may be required of them eg. flat batteries, replacing bulbs/lenses, replacing flat tyres, etc.

12) *WORKING HOURS*

- i) Start times nominated by management will be flexible between the hours of 5.30am and 6.00am to minimise bottlenecks at MRF, tip, meal break and washdown area.
- ii) A 30 minute unpaid lunch/meal break is to be taken mid shift - the existing twenty minute paid break is to be cancelled.
- iii) To aid with Clause 12 i), a relief operator may empty garbage vehicles at the meal

- break and/or shift end on an as needs basis.
- iv) All employees agree that in the event of an operator shortage, due to sickness or the like, that on request, any operator on an RDO will report to work, ASAP after the request to do so, has been made.
 - v) All garbage operators agree to work to optimise productivities with the existing equipment and persevere until such time that improved technology is implemented to rectify existing limitations.

13) **MATTERS AGREED**

- i) Wage increase - in recognition of the measures set out in this agreement the following wage increase shall apply.

2% on the base rate of pay at the first pay period after the 11 February 2001.

2.5% on the base rate of pay at the first pay period after the 11 February 2002.

2.5% on the base rate of pay at the first pay period after the 11 February 2003.

In addition to the rates specified above, 1% will be payable over the course of the second year of this Agreement for the achievement of Key Performance Indicators, as set out in this Agreement.

In addition to the rates specified above, 1% will be payable over the course of the third year of this Agreement for the achievement of Key Performance Indicators, as set out in this Agreement.

Note, the 1% is a bonus and does not form part of the base rate increase from one year to the next, during the life of this Agreement.

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 National and State Wage Case Decisions shall be absorbed against the wages payable under this agreement.

- ii) Income Protection - The Company, through AON, shall provide income protection at the cost of approximately 1.5% of gross wages for the life of this Agreement from the date that the Agreement is certified. To this end, information will be forwarded to the employees on the scheme.
- iii) Training is to be provided on a needs basis, as follows:
 - i) Competency based training shall be offered, taking into account some obvious difficulties in remote areas;
 - ii) Occupational Health and Safety training shall be provided, not only to those on Committees but to all employees as agreed on a site by site basis;

- iii) Induction training shall be provided which includes occupational health and safety training and information on all industrial agreements. Induction training shall also include introduction to the Union Delegate;
 - iv) Training shall be provided on the risks associated with contaminated waste and the danger of needles stick injuries, on a needs basis.
 - v) Immunisation shall be provided to those employees who provide the appropriate authority and on a needs basis.
- iv) Key Performance Indicators – the percentage increases nominated in this Agreement as been payable upon successful achievement of Key Performance Indicators, which has been agreed between the parties to be on the employee's obtaining of successful leads on new customers, which results in Cleanaway winning new work/contracts. The KPIs will be calculated on a monthly basis and payable on a quarterly basis.

14) **WAGE RATES**

At the commencement of the full pay period on or after the 11 February 2001, the following rates shall apply:-

	<i>Ordinary</i>	<i>Casual</i>
Effluent	\$16.17	\$19.40
Garbage	\$17.68	\$21.22

15) **NOT TO BE USED AS A PRECEDENT**

This agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other operations of Brambles Australia Limited.


Area Manager

15-6-01
Date


TWU Secretary/Treasurer

7/06/01
Date