

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/3

**TITLE: Cleanaway Blacktown and Penrith Contracts Enterprise Bargaining Agreement 2003**

**I.R.C. NO:** IRC3/5331

**DATE APPROVED/COMMENCEMENT:** 30 October 2003

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** Replaces EA01/32

**GAZETTAL REFERENCE:** 13 February 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 11

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees of Cleanaway, a division of Brambles Australia Limited, located at the Company's Blacktown depot (Cleanaway, Sydney Municipal Services, Blacktown Recycling Contract and Penrith Recycling Contract), who fall within the coverage and classifications of the Transport Industry - Waste Collection and Recycling (State) Award

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

# **CLEANAWAY BLACKTOWN AND PENRITH RECYCLING CONTRACTS ENTERPRISE BARGAINING AGREEMENT 2003**

## **1.0. Title**

This Agreement shall be referred to as the Cleanaway Blacktown and Penrith Recycling Contracts Enterprise Bargaining Agreement 2003.

## **2.0. Arrangement**

This Agreement is arranged as follows:

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## **3.0. Application**

This Agreement shall apply at the Cleanaway, Sydney Municipal Services, Blacktown Recycling Contract and Penrith Recycling Contract to all employees engaged in the classifications set out in the Transport Industry - Waste Collection and Recycling (State) Award.

## **4.0. Parties Bound**

The parties to this Agreement are:

- (a) Cleanaway, an operating division of Brambles Australia Limited, (the company);

- (b) All employees of the Cleanaway, Sydney Municipal Services, Blacktown Recycling Contract and Penrith Recycling Contract, engaged in classifications set out in the Transport Industry - Waste Collection and Recycling (State) Award whether members of the union listed in subclause (c) or not; and
- (c) Transport Workers Union, NSW Branch (the "Union").

#### **5.0. Period of Operation**

This Agreement shall operate from the date of approval of the Agreement by the NSW Industrial Relations Commission and shall remain in force for a period of two (2) years.

#### **6.0. Relationship to Award**

This Agreement shall be read and interpreted wholly in conjunction with the Transport Industry - Waste Collection and Recycling (State) Award, as varied, provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall take precedence to the extent of the inconsistency.

#### **7.0. No Extra Claims**

It is agreed by the parties to this agreement that:

- (a) any wage movements arising during the life of this Agreement from State Wage Case decisions shall be absorbed against the wages set out in this Agreement
- (b) Up to the nominal expiry date, the union and employees will not pursue any extra claims relating to wages or conditions of employment whether dealt with in the agreement or not; and
- (c) Up to the nominal expiry date, the union/s and employees will not take any form of industrial action.

#### **8.0. Dispute Settlement Procedure**

- 8.1 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 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.

- 8.2 The Dispute Settlement Procedure shall be:

- 8.2.1 All matters shall be attempted to be resolved within the workplace.

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

- 8.2.2.1 Any matter shall first be discussed between the employee and supervisor.

- 8.2.2.2 The Union Delegate shall consult with the Supervisor on the matter.

- 8.2.2.3 If the dispute is not resolved at the above level, the matter may be discussed between the union delegate and the workplace manager.

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

- 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 its assistance in resolution of the matter.

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

## **9.0. 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 Company will consult with employees (discussion with Union Delegate)

prior to implementation of technology changes to ensure that they are practical. The Company will supply appropriate training.

#### **10.0. Consultative Process**

- 10.1 A Consultative Committee shall be established of an agreed number of management and elected workforce representatives. Unless otherwise agreed this shall be two (2) management and four (4) workforce representatives.
- 10.2 The Committee shall meet not less than once per quarter to:
  - 10.2.1 Oversee the successful implementation of the terms of this Agreement.
  - 10.2.2 Develop further the prospects for improved business performance.
- 10.3 Any dispute arising from matters under consideration by the consultative committee shall be dealt with in accordance with the Dispute Settlement Procedure.

#### **11.0. Contract of Employment**

- 11.1 Employment Categories

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

An employee other than a casual employee shall be subject to a three (3) months probationary period.
- 11.3 Full Time Employment

A full time employee is a weekly employee other than a part-time employee or a casual employee.
- 11.4 Part-time Employment
  - 11.4.1 A part time employee is a weekly employee who is required to work less than 38 ordinary hours per week. An employee so engaged shall be paid per hour one thirty-eighth of the weekly rate prescribed by clause 12 for the classification in which the employee is engaged. Furthermore a part time employee shall receive a minimum payment of 7.6 hours for each rostered day engaged. A part-time employee's roster may be changed given seven (7) days notice to the employee.
  - 11.4.3 Leave provisions shall apply to part-time employees. The payment for such entitlements shall be calculated on a proportional basis.
  - 11.4.4 Part-time employees may be offered additional work outside of the roster up to 38 hours per week at ordinary pay. A part time employee shall receive a minimum payment of 4 hours for any day engaged outside of their normal roster.
  - 11.4.5 Overtime rates are to be paid after work in any one day outside of the requirements of Clause 14 - Hours of Work.
- 11.5 Casual Employment
  - 11.5.1 A casual employee is an employee engaged as such and paid by the hour.
  - 11.5.2 A casual employee while working ordinary hours shall be paid per hour one thirty-eighth of the weekly rate plus 20% casual loading.
  - 11.5.3 A casual employee shall be paid for a minimum of 4 hours work in any engagement.

11.5.4 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.

11.5.5 Casuals who are employed on a regular, systematic and continuous basis for a period of six (6) months may be offered permanent employment on a full time or part time basis subject to a permanent regular position being available, that is expected to continue for at least the next twelve months.

## 12.0. Classifications & Wage Rates

12.1 The following base wage rates shall apply during the life of this Agreement from the beginning of the first full pay period on or after certification:

Grade	Current Rate (inclusive of 1.5% income protection)	1 July 2003 2%	1 January 2004 2%	1 July 2004 2%	1 January 2005 2%
A1	\$559.96	\$571.16	\$582.36	\$593.56	\$604.76
A2	\$600.45	\$612.46	\$624.47	\$636.48	\$648.49
A3	\$630.35	\$642.96	\$655.56	\$668.17	\$680.78
A4	\$661.09	\$674.31	\$687.53	\$700.76	\$713.98
B1	\$640.48	\$653.29	\$666.10	\$678.91	\$691.72
B2	\$656.33	\$669.46	\$682.58	\$695.71	\$708.84
B3	\$679.15	\$692.73	\$706.32	\$719.90	\$733.48
B4	\$693.17	\$707.03	\$720.90	\$734.76	\$748.62
B5	\$722.08	\$736.52	\$750.96	\$765.40	\$779.85
B6	\$741.60	\$756.43	\$771.26	\$786.10	\$800.93
B7	\$742.33	\$757.18	\$772.02	\$786.87	\$801.72
B8	\$784.67	\$800.36	\$816.06	\$831.75	\$847.44

12.1.1 The current rate shown in the above table is inclusive of an additional 1.5% increase, in lieu of income protection:

- (a) This payment is to be made direct to employees in lieu of the company continuing to provide income protection insurance.
- (b) This shall be a one off increase.
- (c) Should an employee elect to continue to contribute to an income protection scheme, the company will, on receipt of the appropriate payroll deduction authority, facilitate the deduction and on forwarding of authorised premiums to the nominated insurer.

12.2 Allowances

- (a) The base wage rates in subclause 12.1 above are inclusive of the "Disability Allowance" and "Payment in Lieu of extra week's Sick Leave" allowance.
- (b) Two employees will be appointed by the Company to perform first-aid duty and shall be paid the first aid allowance as per the Award.
- (c) Allowances, other than those referred to in this Agreement shall be paid in accordance with the Award.

12.3 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.

#### 12.4 Superannuation

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 Fund (Mercer Trust Fund)

#### **13.0. Key Performance Indicators (Kpis)**

Permanent full time employees have the opportunity of receiving the bonus payments specified below if the following reduction in at fault accidents damage targets is achieved. The bonus will be measured and paid quarterly.

The target is a 20% reduction.

Current average accident damage = \$580 / quarter

Target actual accident damage = \$460 / quarter

Quarterly Bonus = \$100 / quarter

The bonus will be based on personal performance measured over intervals of three months. If an individual achieves a level of at fault accident damage that is less than the target, they will be paid the Quarterly Bonus on the last pay day of the calendar month after the end of the quarter.

For the purpose of determining the actual accident damage, quarters shall be successive periods of three calendar months commencing on the 1st July 2003. In the event that the value of a claim is not determined at the time of making the quarterly bonus payment, an estimated value will be used. In the event that the final damage cost for the quarter is different from the estimate, the appropriate adjustment will be made to the bonus payable for the subsequent quarter.

For the purpose of calculating the bonus, accident damage costs shall exclude accidents claimable against other parties or those where no fault can be attributed against the Cleanaway driver (e.g. where the driver has identified a potential hazard and that hazard has not been rectified, accidents directly resulting from VISY operation within the MRF) even if Cleanaway make a commercial decision to pay the cost of a claim.

In the event that an employee fails to report a vehicle accident, that employee will not be entitled to any bonus payment for that quarter and the subsequent three (3) quarters.

#### **14.0. Hours of Work**

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.

#### **15.0. Overtime**

The Company may require an employee to work reasonable overtime in consultation with the employee.

#### **16.0. Overtime Meal Allowances**

- 16.1 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.
- 16.2 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.

- 16.3 For employees working on the Penrith Contract, all employees shall be paid a meal allowance after 30 minutes overtime has been worked on any day, Monday to Friday, irrespective of when they commenced with the Company.
- 16.4 The value of meal allowances shall be paid as per the Award.

#### **17.0. Start Times**

- 17.1 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.
- 17.2 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.

#### **18.0. Compulsory Oh&S Training**

All employees will be provided with Compulsory OH&S Training in accordance with the requirements of the Award.

#### **19.0. Training**

- 19.1 Training is to be provided on a needs basis as follows:
- (i) Competency based training shall be offered;
  - (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; and
  - (iv) Training shall be provided on the risks associated with contaminated waste and the danger of needle stick injuries on a needs basis. Immunisation shall be provided to all employees who provide the appropriate authority on a needs basis.
- 19.2 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 as an allowance. An employee may not "unreasonably" refuse to carry out such training.

#### **20.0. 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.

The need for winter uniforms will be reviewed in March for issue in April. The need for summer uniforms will be reviewed in September for issue in October. Any additional uniforms requirements will be issued as required.



### **21.0. Sick Leave**

- 21.1 Except in exceptional circumstances, employees unable to attend work by reason of illness shall notify their Supervisor before the rostered commencement time, and indicated the estimated duration of the absence and the nature of the illness.
- 21.2 Individual employees who have not used any sick leave for three (3) calendar months may, at the employees' discretion, "cash in" up to three-and-one-half (3 ½) 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).

For the purposes of this clause, quarters are defined as:

- 1st January - 31st March
- 1st April - 30th June
- 1st July - 30th September
- 1st October - 31st December

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

### **22.0. Rehabilitation**

- 22.1 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.
- 22.2 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.
- 22.3 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".
- 22.4 Nothing in this Clause prevents an employee from attending a doctor of their choice for further opinions on their rehabilitation at their cost.

### **23.0. Replenishment**

Drivers shall upon request cooperate in the readying of vehicles for use, either that day or the next day, by refuelling 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.

### **24.0. Commitment to Run Restructuring**

The parties commit to run restructuring to review the growth areas to achieve a reduction in excessive overtime. From time to time union delegates and/or other nominated driver representatives will meet, on full pay, with the Manager to review progress towards run restructuring.

### **25.0. Documentation**

Drivers are committed to completing all necessary documentation, and providing other operational information as required from time to time.

Drivers shall be allowed up to five (5) minutes paid time to complete the required vehicle checks and documentation prior to departure from the depot. That is, the start time shall be five (5) minutes prior to the scheduled departure from the Depot.

## **26.0. Contamination**

Drivers are committed to assisting the Company with the identification of recyclables contaminated with waste. The Company will consult with employees (discussion with Union Delegate) prior to implementation of changes in the contamination management procedure to ensure that it is practical.

Provided that the employee follows the agreed procedure for contamination management, the employee will not be held accountable for actual contamination rate achieved in any load.

## **27.0. Code of Conduct**

This clause is a summary and should be read in conjunction with the full copy of the Brambles Australia Code of Conduct.

### **27.1 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 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.

### **27.2 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 the vehicle is kept tidy and that equipment associated with the vehicle is properly stored. 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.

### 27.3 Disciplinary Procedures

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

For breaches of the Code of Conduct all Brambles Employees shall be subject to a process of:

Verbal warning/counselling;  
written warnings/counselling/training/re-training;  
termination.

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.

### 27.4 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. A copy of the warning shall be provided to the employee.

### 27.5 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.

## 28.0. Signatures of the Parties to This Agreement

Signed for and on behalf of the Transport Workers Union, NSW Branch:	
Signature:	
Name in full (printed):	
Position:	
Date:	

Signed for and on behalf of Cleanaway:	
Signature:	
Name in full (printed):	
Position:	
Date:	

## **APPENDIX A - OUR MISSION, VALUES AND PEOPLE PROMISE**

### 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