

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/93

TITLE: Auscol (NSW) Site Agreement

I.R.C. NO: 98/1096

DATE APPROVED/COMMENCEMENT: Approved 30 March 1998 and commenced from the first full pay period on or after 30 March 1998

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees covered by the Boiling Down and By-Products (Cumberland) Award and the Transport Industry — Trade Waste (State) Award at 148 Riverstone Parade, Riverstone 2765

PARTIES: Auscol (NSW) Pty Ltd -&- The Australian Workers' Union, New South Wales Branch



AUSCOL (NSW)



SITE

AGREEMENT

PART A

Arrangement

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PART A

Auscol (NSW) maintains a regular service of collection and disposal of spent cooking and frying oils and fats in bulk containers, by means of vacuum tank and pump equipped vehicles from fast food chains, malls/shopping centres, clubs, hospitals, restaurants, education centres and similar institutions. These oil and fats are processed and clarified, then stored at the company's Riverstone terminal, along with other specific blending.

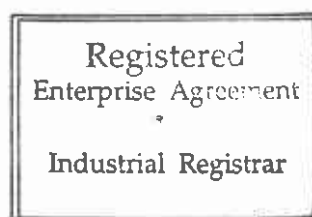
Bulk delivery's of processed clarified products are distributed and received by "the company" by means of both company vehicles and sub contractors.

The following is specifically separated into "Plant Operator" and "Vehicle Operator" sections so as to cover all employees within this agreement. The general conditions thereafter cover all employees.

1. PARTIES TO THE AGREEMENT

This Agreement shall cover and be binding upon:

- (a) Auscol (NSW) Pty Ltd of 148 Riverstone Parade, Riverstone NSW 2765
- (b) The Australian Workers Union, Greater New South Wales Branch



2. RELATIONSHIP TO PARENT AGREEMENT

The Agreement is to be read in conjunction with the terms and conditions of the Boiling Down and By-Products (Cumberland) (State) Award and the Transport Industry Trade Waste (State) Award except that where an inconsistency occurs between this agreement and the afore mentioned awards, the terms and conditions of this agreement to the extent of the inconsistency shall prevail.

3. AREA, INCIDENCE & DURATION OF AWARD

This agreement shall apply to employees of Auscol (NSW) Pty Ltd.

This award shall operate on or after the first full pay period following the making of this agreement by Industrial Relations Commission of New South Wales and shall have a nominal term of two years.

4. SETTLEMENT OF GRIEVANCES AND CLAIMS

The principle of conciliation by direct negotiation shall be adopted for the purpose of the prevention and settlement of any industrial dispute that may arise between the employees and the employer. Any dispute or claim shall be dealt with in the following manner:

- (a) The matter shall be submitted by the accredited representative of employees to the site manager or other appropriate representative of the employer.
- (b) In the event of discussion failing to prevent or settle the dispute the Industrial Registrar shall be advised and requested to arrange for conference appointed

under the terms sect.132 of the *Industrial Relations Act 1996* (N.S.W.) to consider the matter and the parties hereto agree to abide by any resultant decision.

(c) Work is to continue while the discussions (a) to (b) are in progress.

5. CONTRACT OF EMPLOYMENT

All employees shall be paid by the week with the exception of employees employed expressly as casual employees



6. ANNUAL LEAVE & LOADING

In addition to annual leave of 20 days per annum a loading of 17½ % on the total rate of pay is to be payable when proceeding on annual leave.

Four (4) weeks paid annual leave for every twelve (12) months completed service on a pro-rata basis. Annual leave is to be taken at a time mutually agreed with "the company".

7. HOURS OF WORK

"Plant operators" will be required to work a 38-hour week, Monday through Friday, commencing not earlier than 6:30 am being a normal day. However, due to the nature of the business, normal hours may change.

"Vehicle operators" will be required to work a 38-hour week, Monday through Friday, commencing not earlier than 6:30 am being a normal day. However, due to the nature of the business, normal hours may vary, hence working hours will be flexible and may also include Saturday work. A number of country trips will be rostered each month which includes overnight stay overs and is to be undertaken by all "vehicle operators".

8. SICK LEAVE

"Plant operators" are entitled to eight (8) days sick in the first twelve (12) months and ten (10) days per year thereafter. "Vehicle operators" are entitled to eight (8) days sick per year.

9. TERMINATION

Further to the guide lines of the *Industrial Relations Act (NSW) 1996*, if an employee receives three (3) verbal warnings, followed by three (3) written warnings "the company" can then terminate the employee. In the event an employee wishes to leave "the company", two weeks notice is required. "The company" may cancel this arrangement without notice in the case of serious wilful misconduct or financial dishonesty by the employee.

10. OVERTIME

Overtime rates at time & a half for the first two (2) hours and double time thereafter.

11. MEAL ALLOWANCE

A meal allowance of \$8.00 will apply after two (2) hours or a meal of equivalent value will be provided by "the company".

12. UNIFORMS

"Plant operators" will be issued four (4) sets of uniform, of their choice of long or short trousers and long or short sleeve shirts, jumpers, jacket, boots and wet weather gear. Laundering of these uniforms will be covered by "the company".

"Vehicle operators" will be issued four (4) sets of uniform, of their choice of long or short trousers and long or short sleeve shirts, jumpers jacket boots and wet weather gear. Laundering of these uniforms will be the responsibility of the "vehicle operator".

13. TELEPHONE

Mobile phone provided in the vehicles. "The company" will pay the telephone expenses in relation to company activities. "The company will allow up to five (5) three (3) minute calls per week to a "vehicle operators" residence only.

14. GENERAL DUTIES AND RESPONSIBILITIES

Plant Operators

To work in various sections of the terminal as per job description in Appendix (i), including processing, tin melt terminal and warehouse. As a part of any normal working day, a "plant operator" will be required to clean, wash and carry out basic repairs to "bulk containers", make delivery's in company vehicles, in the event no "vehicle operator" being available ("Vehicle Operators" will have first option), washing down of the plant and terminal. Receiving and dispatching of bulk loads, filling of drums, stuffing and de-stuffing of containers, along with the general upkeep, appearance and welfare of the plant and equipment.

No "plant operator" is to leave the terminal during the course of a normal working day without prior approval from a supervisor.

Vehicle Operators

To drive and operate truck mounted vacuum tank and pumping equipment and other vehicles owned by "the company" to deliver "bulk containers" and to maintain a service to clients in collecting and disposal of spent oils and fats from "bulk containers" and delivery's throughout the metro and country regions of NSW "the company" provides this service. All duties as per job description in Appendix (ii).

It is important to maintain the concept of providing a dependable service to both disposers and bulk clients at all times. Therefore, metro bulk delivery's will be

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required to be made by the vehicles working in the metro area on that day and shared equally as possible between "vehicle operators".

15. UNION PICNIC DAY

Will be agreed upon mutually between the employees and "the company".

16. PUBLIC HOLIDAYS

Employees will be entitled to Public Holidays as gazetted.

17. STATE PERSONAL/CARER'S LEAVE CASE – August 1996

(1) Use of Sick Leave –

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- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) of this subclause, who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 8, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration the illness of the person concerned and the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) A spouse of the employee; or
 - (b) A defacto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) A child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or defacto spouse of the employee; or
 - (d) A same sex partner who lives with the employee as the defacto partner of that employee on a bona fide domestic basis; or

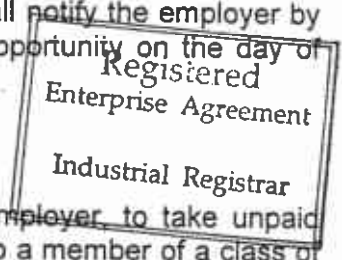
(e) A relative of the employee who is a member of the same household where, for the purpose of this subparagraph:

(1) "relative" means a person related by blood, marriage or affinity;

(2) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and

(3) "household" means a family group living in the same domestic dwelling.

(f) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.



(2) Unpaid Leave for Family Purpose –

(a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) or paragraph (c) of subclause (1) who is ill.

(3) Annual Leave –

(a) An employee may elect, with the consent of the employer subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single-day periods or part thereof, in any calendar year at a time or times agreed by the parties.

(b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shut down period provided for elsewhere under this award.

(c) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.

(4) Time Off in Lieu of Payment for Overtime –

(a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.

(b) Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.

(c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.

(d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

18. PARENTAL LEAVE

See *Industrial Relations Act 1996 (NSW)*

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19. SUPERANNUATION

Will be paid by "the company" at the minimum of 6% and any government increases will be paid by "the company".

20. NO EXTRA CLAIMS

The parties agree that there shall be no extra claims for increased wages or conditions during the life of this Agreement.

21. RELATIONSHIPS AND AUTHORITY

All employees are to report to the operations supervisor.

22. CONFLICT OF INTEREST

While employed by "the company" employees are not to be directly or indirectly involved with any business activity which conflicts or may tend to conflict or be in competition with any of "the company's" spent oil operations.

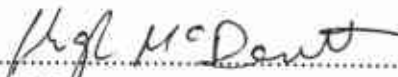
It is a condition of every employee that any information acquired by you about "the Company", its services, customers and business generally and which is judged by

"the Company" to be confidential will be held as such and may not be divulged to any third party without express authority.


Signed on this Twenty Seventh day of February 1998

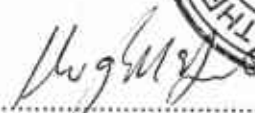
For and on behalf of
Auscol (NSW) Pty Ltd


.....
B. J. Melville
General Manager


.....
Witness
.....
HUGH MCDERMOTT
(print name)

For and on behalf of
The Australian Workers' Union, New South Wales


.....
Russ Collison
State Secretary


.....
Witness
.....
HUGH MCDERMOTT
(print name)



APPENDIX (I)

JOB DESCRIPTION

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Position: Process Operator.

FUNCTION: Become fully conversant with all operating procedures in the plant.
Operate forklift.
Boiler attendant.
Assist with warehouse maintenance and improvements.
Sampling and Quality control testing procedures.
General housekeeping.
Relief driver.
Work as directed.

REPORTS TO: Operations Supervisor.

SPECIFIC IMMEDIATE RESPONSIBILITIES: Operation of all equipment.
Boiler attendant certificate.
Conduct various test procedures.
Monitor the through put of products.
Report any breaches in procedures.
Work in a safe manner.

PERFORMANCE MEASURED ON: Understanding of processes and procedures.
Housekeeping standards.
Knowledge of pumps, valves and pipelines.
Stock control.
Working with minimum supervision.

~~REVIEWS:~~

~~Annual.~~

APPENDIX (II)

JOB DESCRIPTION



POSITION: Vehicle Operator.

FUNCTION: Carry out effective and efficient collection of spent Oils & Fats from disposers both in the Metro and Country regions.
Make bulk delivery's of clarified Oils & Fats.
Make delivery's and pick ups of bulk tanks etc.
Maintaining the appearance of the vehicle assigned.
Maintain the appearance of bulk tanks.
Conducting yourself in a safe and courteous manner being a representative of the company.
Be responsible for the vehicle and its equipment assigned to you to conduct your duties.
Being prepared to assist in relating to streamline the collection operations.
Work as directed.

REPORTS TO: Operations Supervisor.

SPECIFIC IMMEDIATE RESPONSIBILITIES: Ensure the vehicle assigned to you is cleaned regularly.
Ensure the Company's image is upheld at all times.
Maintain a regular service to disposers.
Report all defects with vehicles and equipment as per written procedures.
Ensuring all duties are carried out in a safe manner.
Maintaining regular communications with operations.

PERFORMANCE MEASURED ON: Effectiveness to complete duties assigned.
General appearance and attitude.
Communicating with operations.
Being team member.
Working with minimal supervision.

PART B – MONETARY RATES



Plant Operators

The pay levels for a "plant operators" will be negotiated with each new employee, with the base wage rate being as outlined below. Present employees will keep their current levels as base wage.

	Per Week
Junior non-skilled process worker (under 17 years)	\$200.24
Non skilled process worker with forklift licence	\$360.49
Boiler ticket	\$ 30.00
Heavy vehicle licence	\$ 15.00
	Per Hour
Casual process worker	\$ 10.18

Vehicle Operators

The salary for a "vehicle operator" is the minimum rate. Saturday work may be required for a max of 6 hours, beyond this period, overtime rates as per the award applies. Present employees will keep their current levels as base wage.

	Per Week
Vehicle operator	\$615.38
Vehicle operator (in training) <i>(for 3 months)</i>	\$557.70
Saturday	\$150.00
Trip and overnight stay over	\$180.00
	Per Hour
Casual vehicle operator	\$ 16.10

The following payments will apply for these deliveries if carried out, in addition to a normal completed rostered day.

Premer (McGraths Hill)	\$40.00
MillMaster (Merrylands)	\$60.00
MillMaster (Enfield)	\$80.00
Vella Stock feeds	\$40.00
Tallow Products	\$60.00
Water disposal	\$40.00
Katella Dubbo	\$60.00