

ENTERPRISE AGREEMENT

NO: E.A. 192 /1994

DATE REGISTERED: 14-6-94

PRICE: \$ 22-00

1.0 PARTIES TO THE AGREEMENT

This enterprise agreement, made in pursuance of Chapter 2 of Part 3 of Division 2 - Enterprise Agreements - of the Industrial Relations Act 1991, entered into on 1st December 1993 between Cleanaway, a Division of Brambles Australia Limited, ("the Company") on the one part and the Transport Workers Union (New South Wales Branch) ("the Union") and employees of the Company's Teralba depot working on the Lake Macquarie City Council Effluent Contract on the other part:

2.0 TITLE OF AGREEMENT

This Agreement shall be known as the Cleanaway - Lake Macquarie Contract Agreement 1993.

3.0 INTENTION

This Agreement shall apply only to domestic effluent tanker drivers engaged by the Company at its depot at Race Course Road, Teralba, NSW, 2284, for work on the Lake Macquarie City Council Effluent contract. This location shall be the main starting point of employment for employees.

4.0 DURESS

The parties to this Agreement agree that agreement has been reached through consultation and consensus and decided upon by secret ballot of the employees present, without duress by any party.

5.0 INCIDENCE AND DURATION

The Agreement shall regulate the terms and conditions of employment previously regulated by the Transport Industry Sanitary and Garbage (State) Award ("the Award") or any other award that replaces that Award during the nominal period of this Agreement and thereafter until the Agreement is rescinded.

The Agreement shall operate from the date of registration and shall remain in force for a nominal period of 12 months unless varied or terminated earlier by the provisions of the Industrial Relations Act 1991.

6.0 ENTERPRISE AGREEMENT

The following is the Agreement reached between the parties:

6.1 Index

Aim of Agreement	6.3
Duress	4.0
Employee Commitments	6.8
Enterprise Agreement	6.0
General Conditions of Employment	6.2
Incidence and Duration	5.0
Index	6.1
Intention	3.0
Overtime	6.7
Parties to the Agreement	1.0
Productivity Payments	6.6
Rostered Days Off	6.10
Settlement of Disputes	6.9
Skills Acquisition	6.4
Title of Agreement	2.0
Wage Rates	6.5
Requirements of the Industrial Relations Act 1991	6.11

6.2 General Conditions of Employment

The general conditions of employment for employees covered by this Agreement shall be as prescribed in the Sanitary and Garbage (State) Award. Provided that the terms of this Agreement shall apply to the extent of any inconsistency with that Award.

6.3 Aim of Agreement

The parties have aimed to create an Agreement which will be to the benefit of both the Company and employees, and which will result in a substantial improvement in morale in the depot.

The Agreement is productivity linked with employees rewarded for achievement of productivities over a base number.

The Agreement is designed in such a way as to as far as possible make employees and groups of employees self regulatory in nature, with far less supervision than presently is required.

The parties are committed to seeking constant and on-going improvement in the business. It is however recognised that the existing Lake Macquarie contract is being scaled down and to this end the Company undertakes to take reasonable steps to find alternative work for displaced drivers.

6.4 Skills Acquisition

- (a) The parties re-emphasise their commitment to skills related training and the intent of Clause 3C - Commitment to Training of the Award.

- (b) To develop a multi-skilled workforce employees shall, as necessary participate in training programmes and, subject to the possession of relevant skills perform a wide range of tasks including tasks incidental and peripheral to the classification structure.
- (c) Drivers shall, subject to sub-clause (b), perform minor maintenance on vehicles and equipment including tyres, pump hoses, lights etc.
- (d) All employees shall, on a rostered basis, perform general yard maintenance and cleaning.

6.5 Wage Rates

- (a) From the commencement of this Agreement the following rates shall apply:

CLASSIFICATION	AWARD BASE RATE \$	AWARD INDUSTRY ALLOWANCE \$	E.B.A. INCREASE 2.3% \$	AGREEMENT BASE RATE \$
Tanker Drivers	448.70	19.30	10.80	478.80

- (b) In addition to the rates set out in sub-clause (a) each employee shall receive a flat \$8.30 per week in lieu of an additional week's sick leave.
- (c) Any other allowances which may from time to time be applicable shall be as prescribed in the Award.

- (d) All wages shall be paid fortnightly by electronic funds transfer. Pay day shall be Thursday.

6.6 Productivity Payments

- (a) To improve business performance and employee satisfaction the following work structure shall be put into place:

- * 3 work groups or teams will be established (two groups of four people and one group of 3).
- * Each team to have a team leader, to be paid as a leading hand.
- * Each team to set its own runs, with confirmation by Cleanaway management.

- (b) At the end of each two week cycle productivity payments will be available according to the following criteria:

- * Team average of 2.6 tanks per hour - payment of base rate for the period plus 10.2% bonus.
- * Team average of 2.5 tanks per hour - payment of base rate for the period plus 3.9% bonus.
- * Less than 2.5 tanks per hour - no bonus applies.

- (c) At the expiry of the current Enterprise Agreement, each member of the leading team as assessed on the preceding 12 months performance, shall receive an additional bonus of \$1,000.00.

6.7 Overtime

- (a) All employees recognise that as necessary, they may be required to work a reasonable level of overtime.
- (b) In the event of it being necessary to recall an employee to work from the employee's home, the employee residing closest to the relevant work site shall be called first. Employees who perform work in response to such recall shall be paid:
 - * At the relevant penalty rates for the actual time worked plus.
 - * One hour's ordinary time payment for travelling.

6.8 Employee Commitments

- (a) Employees accept that the work which they perform is essential to the well-being of the residents of Lake Macquarie and it is therefore necessary to take all reasonable steps to ensure the smooth and continuous operation of work.
- (b) For the purpose of sub-clause (a) employees:
 - * Undertake to as far as possible notify the Company prior to the commencement of the first shift of any absence.

- * Re-affirm their commitment to the Company's Occupational Health and Safety Goals. (Employees specifically undertake to in all reasonable circumstances re-use safety gloves on at least 3 occasions).
 - * Recognise the need to resolve issues of concern through consultation and to comply with the provisions of Clause 6.9 Settlement of Disputes.
- (c) To correct any behavioural or performance issues which may arise the Company shall apply a formal letter of warning system. Subject to sub-clause (d), this system shall consist of 3 written advices, the last of which will constitute a final warning.

At all times in formal discussions on behavioural or performance issues the employee concerned will have the right to have the yard delegate present. Copy of all warnings issued shall be forwarded to the union.

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

- (d) Nothing in sub-clause (c) removes the right of the Company to dismiss any employee without notice in the event of serious or wilful misconduct. In such cases wages shall only be payable up to the time of termination.

6.9 Settlement of Disputes

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

- (a) The matter first be discussed between the employee and his Supervisor.
- (b) If not settled, the matter shall be submitted by the delegate to the Contract Manager.
- (c) If not settled the delegate shall seek the assistance of the Union Organiser and the Contract Manager may seek to involve the Branch Manager and/or the Industrial Relations Department in this matter.
- (d) If still not resolved the Secretary of the Union may seek discussion with the appropriate Company representatives, which may include the State Manager.
- (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.
- (g) No party shall be prejudiced as to final settlement by the continuance of work in accordance with this sub-clause.

6.10 Rostered Days Off (RDO's)

RDO's shall be allocated as far as practicable by a roster drawn up 12 months in advance. The annual allocation of RDO's for each employee shall be on the basis of:

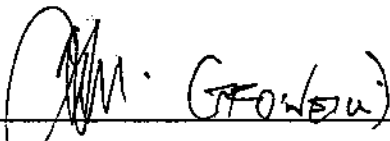
- (a) 2 blocks of 5 consecutive days;
- (b) 2 single days to be taken at times mutually agreed.

6.11 Requirements of the Industrial Relations Act, 1991

In reference to the requirements of Section 122 of the Industrial Relations Act 1991 the following particular provisions of the Transport Industry Sanitary and Garbage (State) Award shall apply (except as otherwise provided for in this Agreement):

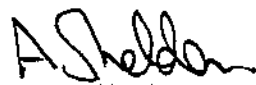
- Clause 6 - Hours of Employment.
- Clause 14 - Sick Leave, provided that in all circumstances permanent employees in their first year of service shall, having completed three months of service, be entitled to utilise their then yearly accrual for absences which occurred during the first three months of service subject to the usual requirements of establishing the need for such leave.

SIGNED



FOR THE COMPANY

SIGNED



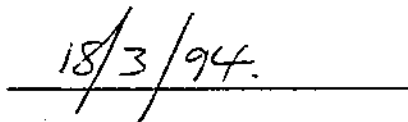
FOR THE TRANSPORT WORKERS UNION
(NEW SOUTH WALES BRANCH)

SIGNED for and on behalf of
BRAMBLES AUSTRALIA LIMITED

A handwritten signature in black ink, appearing to read 'K. Brotherson', is written over a horizontal line.

Kenneth John Brotherson

DATED

A handwritten date '18/3/94' is written in black ink over a horizontal line.