

ENTERPRISE AGREEMENT

NO: E.A. 194 /1994

DATE REGISTERED: 14.6.94

PRICE: \$ 32.00

1. TITLE OF AGREEMENT

The Agreement shall be known as the "Cleanaway Unanderra Enterprise Agreement 1993".

2. ARRANGEMENT

Arrangement	2
Asbestos Bins	7(c)
Casual Employment	7(d)
Duress	5
Incidence and Duration	6
Intention	4
Matters Agreed	7
Not to be used as a precedent	10
Occupational Health & Safety	7(i)
On-Board Computers	7(a)
Parties To The Agreement	3
Payment of Wages	7(f)
Productivity Measures	7(j)
Quality Assurance	7(h)
Rates of Pay	8 & Appendix A
Requirements of the Industrial Relations Act 1991	11
Settlement of Disputes	9
Shift Change	7(e)
Staff Operation of Vehicles	7(b)
Title	1
Training	7(g)

3. 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 between Cleanaway, a division of Brambles Australia Limited, ("the Company") on the one part and the Transport Workers Union (New South Wales Branch) and employees of the Company's Unanderra Depot in the classifications set out in Clause 2 of the Transport Industry Trade Waste (State) Award on the other part.

4. INTENTION

The Agreement shall apply only to those employees in the classifications identified in Clause 2 of the Transport Industry Trade Waste (State) Award and engaged by the Company at its operation of the Unanderra Depot located at Lot 3 Berkeley Road, Unanderra.

The location mentioned above shall be the main starting place of employment for employees.

5. DURESS

The parties to this Agreement agree that it has been reached through consultation and consensus without duress by any party.

6. INCIDENCE AND DURATION

The general terms and conditions of employment of persons covered by this Agreement shall be in accordance with the Transport Industry Trade Waste (State) Award or any Award that replaces that award during the nominal period of this Agreement.

Provided that the terms of this Agreement shall apply to the extent of any inconsistency with the Transport Industry Trade Waste (State) Award.

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.

7. MATTERS AGREED

(a) **On-Board Computers**

It is agreed that drivers shall:

- (i) Utilise correct and proper operation of on-board computers;
- (ii) Download computers at the end of each shift;
- (iii) Report any malfunctions of computers to management at the end of each shift; and
- (iv) That computers shall be used in good faith by management and drivers.

(b) **Staff Operation of Vehicles**

Management shall be able to move vehicles from "Point A" to "Point B" inside the depot only provided that the vehicles are not to be worked or loaded by management.

(c) **Asbestos Bins**

The Company may contract for the storage in the depot of bins containing asbestos under the following conditions:

- (i) A designated area be set aside for this purpose;
- (ii) Limited to 6 containers at any time;
- (iii) Load to be fully enclosed and tarped ready for transport;
- (iv) Any container to be stored for a maximum of one month.

(d) **Casual Employment**

A casual employee may be engaged for a minimum of 4 hours per engagement. All other provisions relating to casual employment shall be in accordance with the Transport Industry Trade Waste (State) Award.

Provided that persons regularly engaged as casuals at the commencement of this Agreement shall continue to be afforded an 8 hour minimum for each engagement.

(e) **Shift Change**

An employee's rostered shift may be changed by 24 hours notice given by the employer. Provided that in cases where 24 hours 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, the employee and the yard delegate. Provided further that no circumstances shall the consultation process require the period of notice to exceed 7 days.

(f) **Payment of Wages**

All wages shall be paid weekly by electronic funds transfer. Employees shall nominate an account into which wages shall be paid. The account shall be at a Bank, Building Society or Credit Union selected by the employee from a list of financial institutions prepared by the Company.

(g) **Training**

(i) **Commitment to Training**

All employees are committed to training to a level acceptable by the Company. The intent being that in most cases all employees will be capable, of operating all equipment operated by the Company.

(ii) **Payment for Training**

Where training is required by the company and such training is undertaken outside ordinary hours payment for such training will be as follows:-

- (A) Any time during weekday paid at single time;
- (B) Any time on Saturdays paid at single time plus one quarter;
- (C) Any time on Sundays paid at single time plus one half.

(h) **Quality Assurance**

- (i) All employees are committed to the implementation of a Quality Assurance Program in accordance with Australian Standard No. AS3900/ISO 9000-1987.

This includes the following of all Standard Operating Procedures and the completion of any necessary paper work.

- (ii) As part of this Quality Program all employees shall wear the uniforms issued by the Company. The nature of uniform issues shall in future be the subject of discussions between the Company and employees.

(i) **Occupational Health and Safety Committee**

A Safety Committee shall be established which shall comply with the Occupational Health and Safety Act 1983.

Employee representatives shall be required to attend an approved training course on the proper operation of a Safety Committee.

(j) **Productivity Measures**(i) **Performance Indicators**

The parties are committed to the aims of Enterprise Bargaining and have agreed to develop performance indicators on an ongoing basis in the following areas and other such areas as may be identified from time to time.

- * Absenteeism and other lost time;
- * Occupational Health and Safety performance;
- * Labour ratio's eg permanent / casual;
- * Quality - customer satisfaction;
- * Team work and increased flexibility;
- * Road performance (running costs and accident damage).
- * Performance of equipment.

(ii) **Productivity Improvements**

Detailed below are the actual improvements which are sought in the first 6 months of this Agreement in order for the wage movement set out in clause 8(a)(iii) to be payable.

(A) **Service Targets**

	BRANCH AVERAGE	TARGET
FRONTLIFT	23.87 M ³ PER HOUR	25.3 M ³ PER HOUR
ROLL OFF	0.79 LIFTS PER HOUR	0.84 LIFTS PER HOUR
LIFT ON	1.04 LIFTS PER HOUR	1.1 LIFTS PER HOUR

With the liquid system the split up of hourly hire and litres collected makes productivities measurement difficult however a commitment is sought from the drivers to work with management in order to improve the performance of the system eg use of hoses and fittings, minimisation of unproductive time.

(B) Road Performance

*** Accident Damage**

The target for accident damage is zero. It is acknowledge that accident reduction will have to be achieved in steps. The first step is targeted at a reduction of 10% in the cost of accident damage for the first 6 months of this agreement as compared with the previous 6 months.

*** Tyres**

Tyre reports prepared by a tyre company which indicate both driver error NWR and normal type failure NWR are being assessed. The ultimate target for driver error NWR is zero however with agreement from the committee on establishing the base for the previous 6 months on driver error NWR a 10% decrease in the first 6 months of this Agreement is sought.

8. RATES OF PAY

- (a) From the date of registration employees shall, subject to the criteria set out in sub-clauses 7(j)(ii)(A) and (B) being satisfied, receive an increase of 2% of the rates of pay applicable at that time and as set out in Appendix A.
- (b) The above wage increases are in lieu of any State Wage Case increases which may arise following the conclusion of negotiations for this agreement on 17th December 1993.
- (c) Allowances for rigid vehicles with trailers, driver trainer/assessors, cartage of medical waste and meals shall be in accordance with the relevant provisions of the Transport Industry Trade Waste (State) Award.

9. SETTLEMENT OF DISPUTES PROCEDURE

Subject to the Industrial Relations Act 1991 any dispute shall be dealt with in the following manner:-

- (a) An individual employee with a grievance shall first raise the matter with the immediate supervisor. The supervisor will make every effort to respond within 24 hours;
- (b) In the event of a grievance the job delegate and the Supervisor shall attempt to resolve the matters in issue in the first place;
- (c) In the event of failure to resolve the dispute at job level the matter shall be the subject of discussion between an Organiser of the Union and the Manager.
- (d) Should the dispute still remain unsolved the Secretary of the Union or his representative will confer with Senior Management.
- (e) In the event of no agreement being reached at this stage, the dispute will be referred to the New South Wales Industrial Relations Commission whose decision shall be accepted as final, subject to any legal appeal procedure.

All work shall continue normally while these negotiations are taking place.

10. 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 operation of Brambles Australia Limited.

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 Trade Waste (State) Award shall apply (except as otherwise provided for in this Agreement):

- Clause 3 - Hours of Employment.

- Clause 12 - 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.

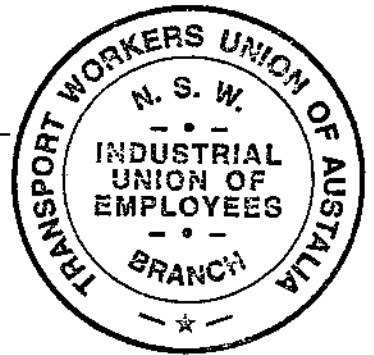
WAGE RATES

APPENDIX A

GRADE * (AS PER TRANSPORT INDUSTRY TRADE WASTE (STATE) AWARD	AWARD RATE \$	EXISTING OVERAWARD \$	DATE OF RATIFICATION INCREASE \$	TOTAL RATE PER WEEK \$
1A	390.40	15.70	8.10	414.20
1B	459.50	18.50	9.60	487.60
2	483.50	19.50	10.10	513.10
3	496.90	20.00	10.30	527.20
4	505.00	20.40	10.50	535.90
5	516.30	20.80	10.70	547.80
6	521.10	21.00	10.80	552.90
7	546.30	22.00	11.40	579.70
8	587.30	23.60	12.20	623.10

SIGNED Liuko Hristovsk
FOR THE COMPANY

SIGNED Ray Weany
FOR THE TRANSPORT WORKERS UNION
(NEW SOUTH WALES BRANCH)



SIGNED for and on behalf of
BRAMBLES AUSTRALIA LIMITED

16 Brothers

DATED

29/3/94