

ENTERPRISE AGREEMENT

NO: E.A. 279 /1994

DATE REGISTERED: 4.8.94

PRICE: \$ 24.00

ENTERPRISE AGREEMENT

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 10 December, 1993 between Heggies Bulkhaul Limited ("the company") on the one part and the Transport Workers' Union on behalf of the employees of the Seven Hills Transfer Station within the following occupations of Transfer Station Operators and Maintenance Fitters on the other part.

2.0 TITLE OF AGREEMENT

The agreement shall be known as the "Bulkhaul T.W.U. / Seven Hills Transfer Station Employees Enterprise Agreement".

3.0 INTENTION

The agreement shall apply only to those employees in the occupations identified and engaged by the company at its operation located at:-

The Waste Recycling & Processing Service of NSW, Seven Hills Transfer Station, located at Powers Road, Seven Hills, N.S.W.

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 & Garbage (State) Award (I.G. 260 @ 169) and the Metal And Engineering Industry (NSW) Interim Award (I.G. 264 @ 536) ("the Award") or any other award that replaces those awards during the nominal period of this agreement and thereafter until this agreement is rescinded.

The agreement shall operate from the date of registration and shall remain in force for a nominal period of 36 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, union employees and management of the company.

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6.2.1 Hours of Employment

- 1) The ordinary hours of employment shall be an average of 38 hours per week (exclusive of a 30 minute meal break) and should not exceed 12 hours per day (exclusive of a 30 minute meal break) between the hours of midnight to midnight (12.00am - 12.00mn).

The agreed hours of work and commencement times per day may be changed by the employer with 24 hours notice to the employee or less in extenuating circumstances to suit the needs of the business from time to time.

The agreed days of work shall be up to any five (5) days in seven (7) days and there shall not be any days off known as R.D.O.'s.

(vi) Group F

Maintenance / Cleaner - Saturday to Sunday
 initial ordinary hours 6.00pm - 6.00am
 and shall receive the wage rate prescribed in clause
 6.2.2.

Employees engaged to work the hours and days specified in Groups E & F may be engaged as Casual employees or Permanent Part Time employees at the discretion of the company.

6.2.4. Definitions

- (i) Transfer Station Operators shall mean a person engaged to be able to operate all functions of the Transfer Station and carry out multi-functional duties as and when required by the employer.
- (ii) Maintenance Fitter shall mean a person engaged to carry out regular maintenance functions, cleaning and repairs to machinery, to monitor and report unauthorised entry to the Transfer Station and other duties as required to maintain the Transfer Station in operating order.
- (iii) Cleaner / Security person shall mean a person engaged to assist the maintenance fitter with his duties, to clean the Transfer Station generally, to monitor and report unauthorised entry into the Transfer Station and other such Transfer Station Operator duties as required by the employer from time to time.
- (iv) Maintenance / Cleaner person shall mean a person engaged to undertake preventative maintenance functions, to clean the Transfer Station generally, to monitor and report unauthorised entry into the Transfer Station and other such Transfer Station Operator duties as required by the employer from time to time.

6.2.5 Payment of Wages**Weekly Hire**

- (i) employees shall be engaged by the week and paid weekly.

- (ii) payment of wages shall be Electronic Funds Transfer (EFT) and shall be available to the employee by midday on the designated pay day. Where, through no fault of the company, there is a delay in the availability of wages, the company shall not be penalised.
- (iii) Casual or Part Time employees shall be paid on the same day as Weekly Hire employees, irrespective of the amount of hours or days worked.
- (iv) Provided daily work sheets are received by 9.00am on the day following the close of the end of each pay week, overtime worked in that week will be included in that weeks wages. Otherwise overtime will be held over until the following pay week.

6.2.6. Casual Hire Employees

- (i) Casual employees shall be engaged by the hour and irrespective of hours worked shall be paid a minimum of four (4) hours for each period of engagement.
- (ii) A Casual employee will receive the hourly rate of 1/38th the appropriate classification in clause 6.2.2 and in addition an allowance of 20% on all ordinary hours worked.

This allowance shall be in lieu of sick leave, public holidays and annual leave.
- (iii) There shall be no ratio of Casual employees to Weekly Hire employees.

6.2.7 Annual Leave

- (i) Each Weekly Hire or Permanent Part Time employee shall be entitled to four (4) weeks annual leave in accordance with the Annual Holidays Act 1944.
- (ii) Each employee shall be entitled to an annual leave loading of 25%, provided such loading shall only apply to annual leave taken after the anniversary date each year.
- (iii) Annual Leave loading is not applicable to pro-rata annual leave.

6.2.8 Overtime

- (i) Overtime shall be paid on hours worked in excess of 38 hours per week with no agreed minimum.
- (ii) For the purpose of overtime the ordinary hourly rate shall be 1/38th of the classification rate prescribed in clause 6.2.2.
- (iii) Overtime shall be paid at the rate of 1.5 times the ordinary hourly rate, for all hours worked, or at the ordinary hourly rate, which ever is the greater.
- (iv) An employee recalled to work or called in to work outside the normal ordinary working hours shall be paid for such time at the rate of 1.5 times the ordinary hourly rate for all hours worked, with no minimum period.
- (v) An employee required to work on a public holiday as gazetted will be paid ordinary time for all hours worked with no minimum payment in addition to their ordinary days pay.

6.3.0 Training

- (i) The parties acknowledge that the company reserves the right to select employees to undergo training or further training and the times of such training.
- (ii) Employees who consistently fail to co-operate in matters of training or disregard requests to undertake training may be terminated at the discretion of the company.

6.3.1 Medical Examinations

- (i) The company will require any prospective employee to undertake a medical examination by a qualified and practicing medical practitioner prior to the company offering employment.
- (ii) Current employees will be required to undertake medical examinations by a qualified and practicing medical practitioner at the companies request from time to time.
- (iii) The results of such examinations will be made available to the company by the employee.

- (iv) Persons considered unfit for work within their classification may be reclassified to other duties, provided alternate duties are available, or terminated, or retired.
- (v) The results of all medical examinations made available to the company are to be treated with strict confidence by the company.

6.3.2 Disputes Procedure

- (i) Subject to the Industrial Relations Act 1991, any dispute shall be dealt with in the following manner.
 - (a) In the event of an industrial dispute, the representative of the Union of the job and the Transport Supervisor shall attempt to resolve the matters in issue in the first place.
 - (b) In the event of failure to resolve the dispute at job level the matter shall be the subject of discussions between an Organiser of the Union and the Transport Manager.
 - (c) Should the dispute still remain unsolved the Secretary of the Union or his representative will confer with senior management.
 - (d) In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Relations Commission of New South Wales for resolution.
- (ii) All work shall continue normally while these negotiations are taking place.

6.3.3 Individual Grievance Procedures

- (i) It is the intention of this clause to implement procedures to resolve individual employee grievances promptly by conciliation and consensus between both the employer and the employee without work restrictions bans or stoppages occurring.
- (ii) The following procedures are to be adopted in the resolution of individual employee grievances.
 - (a) An employee having a grievance is to notify his immediate supervisor and the supervisor shall attempt to resolve the grievance in the first place within 24 hours.

- (b) In the event the grievance cannot be resolved at this level the Supervisor shall refer the grievance to more senior management for resolution within a further 24 hours.
- (c) Senior management on becoming aware of the grievance shall meet with the employee and genuinely attempt to resolve the grievance within a further 24 hours.
- (d) At the conclusion of these discussions the employer shall provide the employee with a response to the grievance, provided the grievance has not been resolved, including reasons for not implementing any proposed remedy.
- (e) Should the grievance still remain unsolved the employee and senior management may agree to the involvement of an agreed third party or parties to hear and attempt to resolve the grievance.
- (f) If the foregoing procedures fail to resolve the issue within a reasonable period, the grievance shall be referred to the Industrial Relations Commission of New South Wales for resolutions and such resolutions shall be binding on all parties.
- (g) Whilst the above procedures are being followed normal work shall to continue.

6.3.4 Employment / Termination of Employment

- (i) All employees are subject to a three month probationary period and their position can be terminated at the discretion of management.
- (ii) The company reserves the right to implement a standard code of conduct to which employees shall abide. Those codes are set out in the conditions of employment that each employee signs on application for employment and may be updated from time to time and placed on the notice board and will become the standard for all employees providing no objection is received in writing within seven (7) days of the placement of the proposed standard(s) on the notice board.

- (iii) It is the responsibility of every employee to ensure that they are aware of those conditions and that they abide by the conditions once placed on the notice board.
- (iv) The company maintains the right to employ people on ability or for any other reason so deemed by management.
- (v) The company also maintains the right to terminate the employment of any employee providing warning and/or counselling is/are given on two previous occasions.
- (vi) If any employee falsifies any information on conditions of employment application forms or is apprehended for theft, pilfering, licence disqualification or found to be using drugs, alcohol or any other prohibited substance, or if any employee permits unauthorised use of equipment for which he is not authorised or is found guilty of unauthorised use or abuse of equipment or performs a duty for which he is not fully trained as such, no standard counselling or warnings will be necessary and the employee will be dismissed immediately.
- (vii) Seniority of employment will not hinder any termination decisions if work declines and there is a need for reduction(s) in the work force. In such cases it will be management's prerogative to retain employees on ability or any other reasons so deemed by management.
- (viii) Employees other than casuals shall be employed by the week and employment may be terminated by either party by a week's notice or the forfeiture of a week's wages.
- (ix) The employer reserves the right to dismiss an employee without notice for acts of wilful misconduct, malingering, inefficiency or neglect of duty.

6.3.5 Meal Allowance

- (i) An employee required to work more than 3 hours overtime shall be allowed a paid crib break of 20 minutes and receive a meal allowance of \$6.60 on each occasion.

6.3.6 Juniors

- (i) Employees under the age of twenty one (21) years of age shall be paid the following percentage rates of the appropriate adult classification of Transfer Station operators as defined in clause 6.2.2 :-
- | | |
|------------------------------|-------------|
| at 17 years of age and under | 60% |
| at 18 years of age | 70% |
| at 19 years of age | 80% |
| at 20 years of age | adult rates |
- (ii) There shall be no ratio of juniors to adult employees.

6.3.7 Sick Leave

Entitlement:

- i) First year of employment - five (5) working days (1 week).
- ii) Second and subsequent years - ten (10) working days.

Conditions:

- i) The payment for any absence on sick leave in accordance with this clause during the first three (3) months of employment of an employee, may be withheld by the employer until the employee completes such three (3) months of employment at which time the payment shall be made.
- ii) An employee is to notify the employer as soon as reasonably practical and during the ordinary hours of the first day or shift of such absences.
- iii) Absences of two (2) or more consecutive working days shall be substantiated by medical evidence.
- iv) Sick Leave is not payable whilst the employee is absent on workers compensation.
- v) Sick Leave shall accumulate for a period of 5 years (50 days).
- vi) Accumulated Sick Leave is not payable on termination.

6.3.8 Wage Rate Adjustments

This agreement will have a nominal period of 36 months. Variations to the agreement shall be in accordance with the provisions of the Industrial Relations Act 1991.

- (i) The procedure for the adjustment of wage rates as prescribed in clause 6.2.2 will be annually by variation to reflect the percentage (%) wage movements in:

(a) Transport Industry - Sanitary & Garbage (State) Award or any award that replaces that award.

OR

(b) ABS 6302 Average Weekly Earnings, States and Australia for the NSW Sector.

OR

(c) Will be adjusted to reflect decisions of the Industrial Commission of NSW State Wage cases.

(ii) Which ever is the least in (i) above.

6.3.9 Redundancy

(i) Where it is necessary for the company to make an employee redundant due to a downturn in work, other than seasonal downturns or the employee having attained the agreed retirement age of 65 years, severance payments as prescribed in clause 6.3.9(ii) below shall apply.

(ii) Period of Service

	<45 years of age
Less than 1 year	Nil
Between 1 & 2 years	4 weeks of pay
Between 2 & 3 years	6 weeks of pay
Between 3 & 4 years	7 weeks of pay
More than 4 years	8 weeks of pay
	45 years of age and >
Less than 1 year	Nil
Between 1 & 2 years	5 weeks of pay
Between 2 & 3 years	7.5 weeks of pay
Between 3 & 4 years	8.75 weeks of pay
More than 4 years	10 weeks of pay

(iii) The benefits of clause 6.3.9 shall not apply to casual employees.

(iv) The benefits of clause 6.3.9 shall not apply to persons terminated for reasons other than redundancy.

6.3.10 Mixed Functions

- (i) An employee required by the employer to carry out work of a higher grade for a period of 2 hours or more, exclusive of a meal break, shall be paid at the higher rate for the whole days work.
- (ii) A Driver of an articulated vehicle removing waste from a Transfer Station shall receive no less than rate B7 Drivers / Operators prescribed in clause 3 of the Transport Industry - Sanitary & Garbage (State) Award. The hourly rate for a driver shall be the weekly B7 rate divided by 38 hours.

6.3.11 Variation in Rostered Work Cycle

Management may require the variation of an employee's rostered work group upon giving a week's notice to the employee of such a variation.

6.3.12 Payroll Deductions

The Company agrees to make available the use of payroll deductions for payment of Union Fees. Both the Company and the Union will promote this method of payment.

In witness whereof the parties hereto have hereunder set their signatures.

Signed for and on behalf of
HEGGIES BULKHAUL LIMITED
in the presence of:

[Signature]

[Signature]

Signed for and on behalf of
THE TRANSPORT WORKERS' UNION
OF AUSTRALIA, NEW SOUTH
WALES BRANCH
in the presence of:

[Signature]

[Signature]

