

ENTERPRISE AGREEMENT

NO: E.A. 114 /1995

DATE REGISTERED: 4-4-95

PRICE: \$ 54-00

ENVIROGUARD

ERSKINE PARK LANDFILL

AGREEMENT 1994

KEY ELEMENTS

The principle aim of the Enterprise Bargain is to encourage all employees to become as broadly trained and multiskilled as possible and to work flexible hours to suit the 7 days per week working of the Landfill.

In return, the Company will provide a good basic rate commensurate with the level of skill/training achieved, a set of good conditions of employment and working conditions and a team environment.

Specifically the Enterprise Bargain provides:

- a broadbanded set of 3 grades with a junior scale and the means and encouragement to progress through the grades;
- that the first 40 hours paid of work (which may be worked up to 12 hours per day Mon-Sat) will be paid at an appropriate rate;
- that hours in excess of 40 pw will be paid at that rate plus 25%;
- that there will be no R.D.O.'s (but that employees will participate in a flexible roster which ensures coverage of Landfill Operations up to 7 days pw as required, but which also allows employees considerable flexibility in prescheduling their leisure time).

All employees are expected to contribute to the successful running of the business, to provide a high level of service to our customers and work towards consistently maintaining the high standards of Environmental protection and OH&S laid down in the Company's policies.

Specific attention is drawn to the Company's Operational Policy Statement which is appended.

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 31 August, 1994 between Enviroguard Pty Limited ("the Company"), on the one part and the Transport Workers' Union (New South Wales Branch) representing the employees engaged as Depot Hands of the Erskine Park Landfill in the classifications set out in Clause 6.4(a) on the other part.

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2.0 TITLE OF AGREEMENT

The Agreement shall be known as the "Erskine Park Landfill Enterprise Agreement".

3.0 INTENTION

The Agreement shall apply only to those employees in the classifications identified and engaged by the Company at its operation of the Erskine Park Landfill located at Mamre Road, Erskine Park.

4.0 DURESS

The parties to this Agreement agree that it has been reached through consultation and consensus 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 Wages (State) Award] (I.G. 281 @ 855) or any other award that replaces that award 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 12 months unless varied or terminated earlier by the provisions of the Industrial Relations Act 1991.

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6.0 ENTERPRISE AGREEMENT

The following is the agreement reached between the parties.

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6.2 DEFINITIONS

Grade 3 shall mean an employee engaged in any or all of the duties of direction of traffic; assisting in the loading or unloading of waste at the transfer station; cleaning, washing and greasing of vehicles and other equipment at the landfill; cleaning of the premises; gardening; security of the premises and equipment; sorting of recyclables and other materials for reprocessing; and any other task necessary for the efficient operation of the landfill and for which the employee has the necessary skills. A willingness to train to achieve the skills necessary for Grade 2.

Grade 2 shall mean a person engaged to operate all the mobile plant associated with the Landfill including Compactor, Wheeled Loader, Tracked Loader and to carry out multi-functional duties as and when required by the employers including, where necessary, the duties of Grade 3. This grade also covers the driving of rigid tippers and the performance of basic weighbridge duties.

An operator shall be responsible for normal maintenance checks on a vehicle in his control, ie. refuelling engine, oil, battery and radiator water levels, tyres, etc. and for assisting in the repair of the vehicle when it has broken down. He shall also be responsible for reporting any defect on such vehicle to the Landfill Supervisor and for the cleanliness and working of vehicles.

A willingness to train to achieve the skills necessary for Grade 1.

Grade 1 of the classification structure includes the following duties:-

- (i) an employee engaged to perform the duties associated with the running of a computerised weighbridge and any administrative or accounting functions as required. It will also require the handling, control and responsibility for cash receipts. The person if required shall be willing to perform any of the duties covered by Grade 2 and Grade 3 for which they have the necessary skills specifically load inspection, traffic direction and duties associated with the running of the recycling centre and transfer station.

or

- (ii) an employee engaged to operate all mobile plant and drive all vehicles up to and including articulated vehicles removing waste from a transfer station.

A driver shall be responsible for normal maintenance checks on a vehicle in his control, ie. refuelling engine, oil, battery and radiator water levels, tyres, etc. and for assisting in the repair of the vehicle when it has broken down. He shall also be responsible for reporting any defect on such vehicle to the Landfill Supervisor and for the cleanliness and working of vehicles.

The person, if required, shall be willing to perform any of the duties covered by Grade 2 and Grade 3 for which they have the necessary skills.

If the driver does not possess the skill levels to drive all the mobile plant on site he must be willing to train up to an acceptable level of competency within an agreed period of [6] months.

The Company agrees to discuss with employees and draw up in writing a clear set of criteria including necessary skills and experience for each of the 3 grades.

Furthermore, it agrees to provide access to suitable training and opportunities for employees to gain the necessary experience.

Grading will be reviewed on a 3 monthly basis and will cover skills and experience achieved and provide feedback and guidance where further training or experience is believed necessary.

6.3 CONTRACT OF EMPLOYMENT

(a) Employees may be engaged as:-

- (i) Fulltime Employees - employees engaged on a weekly basis and who shall work 40 ordinary hours per week.
- (ii) Part Time Employees - employees engaged on a weekly basis to work less than 40 hours per week. Provided that such employees
 - shall not be engaged for less than 16 hours nor more than 32 hours per week;
 - may work additional hours up to 40 in any week without penalty;
 - shall be paid for ordinary hours at the relevant hourly rate from sub-clause 6.4(a);
 - shall receive entitlements to Annual Leave, Sick Leave and Bereavement Leave on a pro-rata basis to the actual hours worked in any 12 month period;
 - shall be entitled to Public Holidays which fall on their regularly rostered days.
- (iii) Casual Employees shall be employees engaged and paid as such. Casual employees
 - shall be paid for a minimum of four (4) hours per engagement;
 - shall, for ordinary hours, be paid the relevant hourly rate from sub-clause 6.4(a) with a casual loading of 10%. This loading is recognised as including the 1/12 loading prescribed for casual employees in the Annual Holiday Act.
 - shall, on Sundays and other days after 8 hours be regarded as overtime and paid at time and a quarter on the rates specified in sub-clause 6.4(a).
 - shall be engaged as necessary to meet the needs of the business.

- (b) The employment of an employee other than casuals may only be terminated by one week's notice on either side, or by payment by the Company or forfeiture by the employee of a week's pay in lieu of notice. Provided that the Company may dismiss any employee without notice in the case of serious or wilful misconduct, and in such cases wages shall be payable only up to the actual time of termination.
- (c) The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure and terms of this Agreement.
- (d) The Company shall require prospective employees to undertake a medical examination prior to the commencement of employment. The cost of such examinations will be met by the Company.

Employees shall undertake all reasonable steps which may be necessary to ensure their fitness for the work required.

6.4 WAGE RATES

- (a) The following wage rates shall apply from the commencement of this Agreement:

CLASSIFICATION	WAGE RATES	
	(a) Ordinary Hours * Worked Monday - Sunday per hour	
GRADE 1	\$672 p.w.	[\$16.80]
GRADE 2	\$600 p.w.	[\$15.00]
GRADE 3	\$560 p.w.	[\$14.00]
* Ordinary hours are those hours rostered to produce 40 hours per week (see Section 6.6, page 16)		

- (b) The above rates are inclusive of:
- (i) All allowances including the Sanitary and Garbage Allowance and Sick Leave Allowance from the Transport Industry - Sanitary and Garbage (State) Award;
 - (ii) Payment for Picnic Day in accordance with Clause 12 of the Transport Industry - Sanitary and Garbage (State) Award; and
 - (iii) Shall attract no premium or penalty except as specified in this Agreement.
 - (iv) The above rates have been established recognising that there will be a base of 40 hours worked and paid at ordinary rates each week.
- (c) The above rates shall be fixed for 12 months from the commencement of this Agreement and no National or State Wage Decision shall be applied, provided that the rates shall not fall below the Award rate for ordinary time.
- (d) Superannuation contributions shall be made to the CSR Superannuation fund or the T.W.U. Super Fund at the choice of Enviroguard employees.

6.5 PAYMENT OF WAGES

All wages shall be paid weekly by Electronic Funds Transfer (EFT). This Agreement authorizes payment of wages by Electronic Funds Transfer (EFT) into an account in the name of the employee (whether or not jointly with another person) at a Bank, Permanent Building Society or Credit Union.

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6.6 HOURS OF EMPLOYMENT

- (a) The ordinary hours of employment shall be 40 per week.
- (b) The ordinary hours of employment may be worked on any day of the week, Monday to Sunday, subject to:
 - (i) Maximum of 12 ordinary hours per day;
 - (ii) Minimum of 4 ordinary hours per day;
 - (iii) Employees are expected to take a 30 minute unpaid meal break;
 - (iv) Ordinary hours shall be worked on not more than 5 days in any period Monday to Saturday or Sunday to Friday.
- (c) Rosters for ordinary hours shall be changed by the giving of seven (7) days notice. Provided that for pressing work requirements or by mutual agreement rosters may be changed by less than seven (7) days notice.

6.7 OVERTIME

- (a) Overtime shall be paid for all hours in excess of ordinary hours.
- (b) Payment for overtime hours shall be at the relevant hourly rate from sub-clause 6.4(a) with a loading of 25% for each overtime hour.
- (c) Employees recalled to work outside of ordinary hours shall be paid for a minimum of four (4) hours.
- (d) The 365 days per year operation of the Landfill will require employees to, as necessary, accept the need for overtime to be worked on days on which they are not rostered for ordinary hours.

6.8 PUBLIC HOLIDAYS

- (a) The following days (or such days as may be substituted by Act of Parliament) shall be recognised as public holidays to which weekly employees shall be entitled without loss of ordinary time earnings:

New Years Day
Australia Day
Good Friday
Easter Monday
Anzac Day
Queen's Birthday
Labour Day
Christmas Day
Boxing Day

Provided that any further public holidays proclaimed by the Federal or State Government which would generally be applicable to the area of the Erskine Park Landfill shall also be observed.

- (b) An employee who works on one of the days identified in sub-clause (a) shall be paid 2.0 times the relevant hourly rate set out in sub-clause 6.4(a). Casual loading shall not apply to work on public holidays.

Provided that an employee who is required to work on a public holiday and who fails to report for duty on that day shall not be paid for that holiday unless the absence from work is with reasonable cause.

6.9 LEAVE ENTITLEMENTS

- (a) **Annual Leave** shall be in accordance with the Annual Holidays Act, 1944, provided that it is agreed that:
- (i) the rate of pay for casual employees in sub-clause 6.3(a)(iii) is inclusive of the 1/12 loading for casual employees in the Annual Holidays Act, 1944.
- (b) **Long Service Leave** shall be in accordance with the Long Service Leave Act, 1955.
- (c) **Sick Leave**
- (i) Each weekly employee shall receive an entitlement of 80 hours sick leave on commencement of employment and a further entitlement of 80 hours for each annual anniversary of the commencement of employment;
 - (ii) Sick leave shall accumulate from year to year so that any balance of leave not allowed in any one year may be taken in a subsequent year or years without diminution of the sick leave prescribed in respect of that year;
 - (iii) Sick leave shall be granted subject to:
 - the employee, as far as is reasonably practicable, advising the Company prior to the commencement of the first day or shift of such absence of the inability to attend work. At this time the employee should, as far as possible, advise the Company of the nature of the illness or injury and the likely duration of such absence;
 - the employee providing evidence to the satisfaction of the Company of the reason for such absence.
 - (iv) Payment for sick leave in any year shall be at the relevant hourly rate of pay set out in sub-clause 6.4(a).
 - (v) Part day entitlements to sick leave shall be available subject to the requirements of sub-clause (iii) and (iv) herein;

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(d) **Bereavement Leave**

- (i) An employee shall, on the death of the wife, husband, father, mother, father-in-law, mother-in-law, brother, sister, child or stepchild of the employee, be entitled to leave up to and including the day of the funeral of such relation. Such leave shall, for a period not exceeding sixteen (16) working hours, be without loss of any ordinary pay which the employee would have earned if he had not been on such leave.
- (ii) The right to such leave shall be dependent on compliance with the following conditions:
 - (a) the employee shall give the Company notice of his intention to take such leave as soon as reasonably practicable after the death of such relation;
 - (b) the employee shall furnish proof of such death to the satisfaction of the Company;
 - (c) the employee shall not be entitled to leave under this clause during any period in respect of which he has been granted any other leave.
- (iii) For the purpose of this clause the words "wife" and "husband" shall not include a wife or husband from whom the employee is separated but shall include a person who lives with the employee as a de facto wife or husband.

(e) **Jury Service**

- (i) In the event of an employee being required to attend on jury service, the employee shall be paid the difference between that employee's normal rate of wage and such fees as the employee is paid for the jury service;
- (ii) Written proof of attendance and of the amount received in jury fees shall be submitted to the employer.

6.10 UNION REPRESENTATION

- (a) An employee appointed as Union Delegate shall, upon notification to the Company by the Branch Secretary, be recognised as the accredited representative of the Union;
- (b) The delegate shall be allowed reasonable opportunity, within ordinary working hours, to carry out Union business. The time of conducting such business shall be organised in consultation with supervision;
- (c) The delegate shall, as necessary, have access to:
 - a telephone for the reasonable conduct of his functions;
 - a notice board for the displaying of Union material.
- (d) Subject to the needs of the business, and reasonable prior notification, the delegate shall be entitled to attend properly conducted training courses by the Trade Union Training Authority or the Transport Workers Union. The Company shall pay the delegate the ordinary time rate of pay for the period of attendance at such courses up to a maximum of five (5) days in any year.
- (e) The company recognises the right of a properly authorised official of the Transport Workers Union to enter the premises to inspect wage records, interview employees or speak with the Company. Provided that such official shall, as far as practicable, arrange in advance with the Company a suitable for such attendance and, in any event, always identify his presence to the Company prior to proceeding onto the Station. The authorised official shall not disrupt the flow of work and to the extent possible speak with employees during their rostered meal breaks.

6.11 CONSULTATIVE PROCESS

- (a) A consultative committee shall be established, which shall meet as necessary (but not less than quarterly), to:
 - review business productivity/performance;
 - consider methods of improving business productivity/performance including work practices, training, etc.;
 - where appropriate, set targets for business productivity/performance;
 - address any areas of concern to the Company or employees.

- (b) The committee shall consist of two (2) management representatives and two (2) employee representatives. The employee representatives shall be elected by popular vote of the employees covered by this Agreement.

- (c) No earlier than twelve months and not later than 18 months from the commencement of this Agreement, the Consultative Committee shall discuss the appropriate wage level for the continuation of the Agreement. Such discussions shall have regard to the current level of business performance, the principles of enterprise bargaining and any agreed measures aimed to improve business performance.

During these discussions, the employees may elect to have a Union Official present and the management representatives may seek to involve a representative of the Company's Industrial Relations Department.

Any dispute arising during the course of such discussions shall be dealt with in accordance with the Disputes Procedure.

Any agreement shall be processed as a variation to this Agreement in accordance with the Industrial Relations Act, 1991.

6.12 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 immediate Manager. At the employee's option his delegate may also be present.
- (b) If not settled, the matter shall be submitted by the elected delegate to the Manager.
- (c) If not settled the delegate shall seek the assistance of the State Secretary of the Union and the Manager may seek to involve a [member of the Management Committee and/or the Industrial Relations Department in this matter].
- (d) 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.
- (e) 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.
- (f) No party shall be prejudiced as to final settlement by the continuance of work in accordance with this sub-clause.

6.13 NOT TO BE USED AS A PRECEDENT

This Agreement shall not used in any manner whatsoever to obtain similar arrangements or benefits in any other operation of Brambles Australia Limited or CSR Limited.

SCHEDULE OF WAGE RATES

	TWU Sanitary & Garbage Award (incl. Industry Allowance: 19.30 - Sick Leave 8.10)		Proposed Rate Per Week
	\$	per hr (38)	With penalty rates @ 1.25
Depot Hands			
Grade 3	441.30	11.61	\$560 [14.00]
Operators			
Grade 2	448.50	11.80+ -> 12.40	\$600 [\$15.00]
Grade 1	529.20	13.92	\$672 [\$16.80]

1. No RDO's
2. No Picnic Day




ENVIROGUARD

OPERATIONAL POLICY STATEMENT

Enviroguard is in the business of supplying waste disposal services to the Australian community.

We aim to provide our customers with innovative and well managed waste disposal facilities that anticipate and fully satisfy their requirements, and to attain a standard of customer service well above that expected in the industry.

Our operations will be managed to minimise adverse impacts on the environment and the community and will fully comply with all regulatory requirements as a minimum standard.

We will achieve this by:

- conducting our operations in a manner that balances environmental, community and economic needs,
- seeking to continuously improve everything we do,
- focusing on the needs of our customers, and striving to meet and exceed those needs,
- emphasising every employee's responsibility to respect, protect and enhance the environment,
- encouraging all employees to participate in the process of quality and environmental improvement through education and training,
- communicating with the local community on environmental matters,
- and by incorporating quality and environmental improvements into our operations through working in a close partnership with customers, suppliers, regulatory authorities and the local community.

As a minimum requirement our operations will establish and maintain an accredited Quality Assurance Scheme in accordance with Australian Standard AS3902, and an accredited Environmental Management System in accordance with British Standard BS7750.

Clive Denmark
Manager
June 1994

SIGNATURE PAGE

Signed on behalf of Enviroguard



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TRANSPORT WORKERS UNION OF AUSTRALIA (NSW) BRANCH.

Signed on behalf of T.W.U.

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