

ENTERPRISE AGREEMENT

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CAMIDE LANDFILL AGREEMENT

1995

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This agreement was developed through a consultative process. The process involved the formation of a negotiating committee that comprised three employee and one management representative. The negotiation committee met on a regular basis discussing general work practices, pay rates, employment conditions and productivity improvements. The resulting improvement in employee relations bears credibility to this process.

PART ONE: PURPOSE

1.1 Parties to the Agreement

Camide Pty Limited ACN 001 236 406 ("Company"), for all landfill and rehabilitation operations, the locations of which are stated in clause 1.3 of this agreement, and its employees who are engaged in landfill and rehabilitation operations.

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1.2 Title of the Agreement

This Agreement shall be known as the "Camide Landfill Agreement".

1.3 Intention

This Agreement shall apply to employees of Camide Pty Limited engaged in the operations of landfill and rehabilitation, at current sites, namely Old Wallgrove Road, Horsley Park; Torkington Road, Londonderry; Townson Road, Schofields; and Newton Road, Wetherill Park; and other sites wherein the Company may carry on landfill and rehabilitation work from time to time. The Company conducts its business from offices at 2 Wiblen Street, Silverwater, New South Wales.

1.4 Duress

This Agreement was not entered into under duress by any party to it.

1.5 Incidence/Coverage

This Agreement shall be read and interpreted wholly in conjunction with:
Plant & Operators On Construction (State) Consolidated Award.
Plant & Operators On Construction (Expense Related Allowances) (State)
Consolidated Award.

Clerks (State) Consolidated Award

Metal & Engineering Industry (NSW) Consolidated Interim Award

Metal & Engineering Industry Remuneration (State) Consolidated Award

To the extent of any inconsistencies that exist, this Agreement shall prevail.



S. Wafar
Ron Palmer
A. Palmer
Ron Palmer
MMK

1.6 Term of the Agreement

This Agreement shall remain in force for a nominal term of twelve (12) months from the date of registration.

1.7 No Further Claims

For the duration of this Agreement there shall be no further claims by either party for alterations to conditions contained herein. Any wage increase arising from a decision of the Industrial Relations Commission of New South Wales "Safety Net Adjustments" or minimum wage increases shall be absorbed into and/or be offset against the wage increase prescribed by this agreement.

1.8 Company Philosophy

Camide is a wholly owned subsidiary of Kolback Environmental Services Limited (KES). The management of KES is committed to establishing and implementing high ethical standards in environmental management for our operations. Our employees constitute one of our major resources and an effective Camide Landfill Agreement is one element of the network of programs which are essential to achieve environmental excellence.

In signing this Agreement, each of the parties also commit to the pursuit of personal skills and high standards of environmental performance, both of which are essential for compliance with the operating constraints within which we run our landfill and rehabilitation businesses.

1.9 Objectives

The parties to this Agreement agree that the Company must continue to achieve real and sustained performance by embracing a philosophy of continuous improvement. The aim is to be a competitive company with constantly improving levels of customer satisfaction and productivity. Employee relations are to be improved by striving for greater employee participation and improved career development.

The Agreement aims to provide the appropriate framework to develop a flexible and multi-skilled workforce allowing a "team" approach to all activities.

1.10 Distribution of Agreement

A signed copy of this Agreement shall be distributed to all employees covered by this Agreement. Employees subsequently joining the Company, and who are covered by the Agreement, shall be provided with a copy of the Agreement either at the time of interview, or within the first week of employment.



S. Walsoliso
Ron Palmer
A. Holzgärtner



PART TWO: TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Contract of Employment

- i) **Engagement Criteria:** The parties acknowledge that the essential criteria for engagement by the Company, is the capability of the applicant to meet the personal and skill specifications of the position.
- ii) **Probation Period:** Employees, upon engagement, shall work a probationary period of three (3) months
- iii) **Discrimination & Equal Employment Opportunity:** All employees are entitled to work in an environment free from discrimination. The Company shall recruit, employ and train personnel on the basis of experience, skills and on the job performance. This shall include but not be limited to upgrading of skills, training, retraining and promotional opportunities.

2.2 Termination

- i) Notice of termination shall be in accordance with the relevant award provisions.
- ii) If in the reasonable opinion of the Company, an employee is found to be dishonest, seriously misbehaving or not obeying the lawful commands of the Company, employment may be terminated immediately without notice.
- iii) In the case of an employee's services being terminated, all outstanding money, (except superannuation) shall be paid by cheque by the end of the next ordinary working day.

2.3 Redundancy

The Company cannot predict circumstances such as loss of contracts or market share which may result in retrenchments or closure of sites. The Company shall continue to consult with the workforce, and give as much notice as possible in these circumstances. In such event, the Company shall pay normal award and statutory entitlements such as long service leave, annual leave and annual leave loading accrued, in addition to the following schedule of redundancy payments:

Completed Years of Service	Severance Pay
0-1 years	2 weeks
1-2 years	5 weeks
2-3 years	7.5 weeks
3-4 years	8.75 weeks
over 4 years	10 weeks

2.4 Superannuation

- i) Statutory contributions shall be made in accordance with the Superannuation Guarantee Act.
- ii) Employees may request the Company to deduct superannuation contributions from wages and salaries, for payment into their nominated fund.
- iii) Employees may request the Company to contribute extra amounts to their superannuation fund, in lieu of wage increases.

2.5 Transfer of Employees

- i) In the normal course of business, employees may be transferred between sites on a permanent or temporary basis. Transfers shall be made in consultation between the employee and the Operations Manager.
- ii) As vacancies arise, permanent transfer of employees between other centres or divisions of KES is possible and encouraged, in consultation with the relevant Operations Manager.
- iii) In the case of transfers within the KES group, there shall be no loss of entitlements or accruals for leave etc, and employment shall be continuous. Rates of pay and conditions of employment shall be determined in accordance with those applicable to the new position.

PART THREE: CLASSIFICATION, REMUNERATION AND ALLOWANCES**3.1 Classification**

Employees engaged as Operators, Site Clerks, and Load Inspectors shall be classified as Landfill Operators, with reference to their qualifications and experience.

Labourers engaged in landfill and rehabilitation work shall continue to be classified as Labourers.

Specialised trades engaged in landfill and rehabilitation work shall be classified according to their trade, eg. Plant Mechanic, etc.

3.2 Payment of Salaries and Wages

- i) Employees shall be paid weekly by electronic bank transfer upon receipt of an authorised timesheet.
- ii) Sunday shall be the last day in the pay period. The usual pay day shall be Thursday following the end of each pay week.
- iii) In the case of an employee's services being terminated, all outstanding money, (except superannuation), shall be paid by cheque by the end of the next ordinary working day.

3.3 Ordinary Rate of Pay

- i) Ordinary rates of pay shall be:

Operator	Group F	\$456.00 per week
Labourer	Introductory Level	\$333.40 per week
	Level 1	\$346.00 per week
Clerk	Grade 2	\$415.40 per week
Plant Mechanic	Class C10	\$425.20 per week

- ii) Provided that any employee engaged at the time of registration of the agreement shall receive:

Operator	Group F	\$509.97 per week.
Labourer	Introductory Level	\$343.40 per week
	Level 1	\$356.38 per week
Clerks	Grade 2	\$509.97 per week
Plant Mechanic	Level C10	\$509.97 per week

3.4 Rostered Day Off

- i) There shall be no entitlement to rostered days off.

3.5 Allowances

- i) The following site allowances shall be paid to each employee covered by this Agreement:

Waste Disposal Allowance	\$0.73 for each hour worked
Industry Allowance (inclement weather)	\$15.30 for each week of employment

Other allowances applicable to landfill and rehabilitation operations shall be paid at the appropriate award rate, and shall be determined on a case by case basis.

- ii) An allowance shall be paid to Site Supervisors at the rate of \$200.00 per week in recognition of the increased responsibilities of the position.
- iii) All persons employed at the time of registration of the Agreement shall be paid an additional allowance of \$25.00 per week of employment. This payment shall not be included in calculations for allowances, overtime, termination payments etc.

3.6 Motor Vehicles

Company motor vehicles shall be used for Company business where possible. In cases where there is no Company vehicle available, and employees are requested to use private vehicles for Company business, reimbursement shall be made at the rate of \$0.58 per kilometre, upon receipt of an authorised expense form.

3.7 Other Payments

Reimbursement shall be made, for all reasonable and authorised out of pocket expenses incurred in the conduct of the Company's business, upon receipt of an authorised expense form.

PART FOUR: HOURS OF WORK

4.1 Ordinary Hours of Work

The spread of ordinary hours of work for employees covered by this Agreement shall be between 6.00 am and 6.00 pm Monday to Friday.

Full time employees shall work a maximum of thirty eight (38) hours per week.

Part time employees shall work as agreed on a pro-rata basis of a thirty eight (38) hour week.

Casual employees shall work by the hour a maximum of 38 hours per week and be paid the appropriate loading as per the relevant awards.

4.2 Rosters

- i) Daily work rosters shall be posted at each site, by the site supervisor at least one week in advance, indicating start and finishing times for each employee on that site.
- ii) Rosters shall be scheduled on a rotating basis.
- iii) Changes to rosters may only be made by agreement with the site supervisor and the parties concerned.

[Handwritten signatures]
Ron Palmer
A. [unclear]
S. Walesoliso
[unclear]

PART FIVE: LEAVE

5.1 Sick Leave

- i) In the event of an employee becoming sick and unfit for duty and certified as such by a duly qualified medical practitioner, he or she shall be entitled to a maximum of ten (10) days sick leave in the first year of employment; provided that in the first year of employment an employee shall be entitled to five (5) days sick leave on commencement of employment and five (5) days sick leave after six months continuous service with the employer. In the second and subsequent years of service an employee shall be entitled to ten (10) days sick leave at the ordinary rate of pay.
- ii) Employees are required to produce medical certificates in relation to absences on sick leave that continues for two or more consecutive days.
- iii) The employee shall, wherever practical, before the commencement of absence, inform the Company of such employee's inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence.
- iv) Employees who fail to notify their supervisor of their inability to attend work shall, where appropriate, be required to produce a medical certificate. Failure to produce a medical certificate will imply that the employee shall not be entitled to payment for the period of absence.
- v) Employees who are rostered to work; and take sick leave on either Saturday, Sunday or public holiday, or a day immediately preceding or succeeding a public holiday shall be required to produce a medical certificate for such period of absence. Failure to produce a medical certificate will imply that the employee shall not be entitled to payment for the period of absence.
- vi) If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year for twelve consecutive years.
- vii) Part time employees are entitled to pro-rata sick leave in proportion to full time employees.
- viii) There will be no sick leave payable during periods of Workers Compensation.

5.2 Annual Leave

- i) Annual leave shall accrue, and be given and taken in accordance with the provisions of the New South Wales Annual Holidays Act 1944, as amended from time to time.
- ii) Annual leave may be taken in any period or periods agreed to between the Company and the employee in accordance with the Annual Holidays Act, 1944.
- iii) Annual Leave will not be recredited if an employee falls ill during periods of annual leave.

5.3 Annual Leave Loading

Annual leave loading shall be paid at the time annual leave is taken, at a rate of 17.5%. The loading shall also apply to proportionate leave due on termination of services, except where dismissal takes place in accordance with clause 2 (ii) of this agreement.

5.4 Long Service Leave

Entitlement to long service leave shall be in accordance with the Long Service Leave Act, 1955, and subsequent amendments to that Act.

5.5 Parental Leave

Parental Leave provisions of the NSW Industrial Relations Act 1991 will apply.

5.6 Bereavement Leave

- i) Subject to notice being given and adequate proof of death in or outside Australia being provided, employees shall be entitled to a maximum of two (2) days paid leave and one (1) day unpaid leave, on the death of a spouse, child, step-child, father, mother, brother, sister, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law if such leave is necessary to arrange for and/or attend the funeral of the deceased.
- ii) For the purposes of this clause the words "wife" and "husband" shall include a person who lived with the employee as a de facto wife or husband. The words "father" and "mother" shall include foster father or mother and step father and mother, and the words "brother" and "sister" shall include step brother or step sister.

- iii) Notwithstanding the above, bereavement leave will only be granted by management if the employee concerned would normally be working on the days on which bereavement leave is sought. Part time employees will be entitled to pro-rata leave.
- iv) This clause shall have no operation while the period of leave under it coincides with any other period of leave

5.7

Jury Service

- i) An employee engaged on a full time basis, who is required to attend jury service during ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of attendance for such jury service, and the amount of salary or wage that would have been received in respect of the ordinary time that would have been worked had the employee not been on jury service.
- ii) An employee shall notify the Company as soon as possible of the date upon which attendance for jury service is expected. Further, the employee shall give the Company proof of attendance, the duration of such attendance and amount received in respect of such jury service.
- iii) An employee required to attend for jury service during a period of annual leave will, on producing satisfactory evidence of attendance, be credited with annual leave for the period of jury service.

PART SIX: SKILL DEVELOPMENT, EDUCATION AND TRAINING

6.1 Objective

The parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of the Company, a greater commitment to skill development, education and training is required.

Accordingly, the parties commit themselves to:

- i) developing a more highly skilled and flexible workforce;
- ii) providing employees with improved career opportunities through appropriate training to acquire additional skills; and
- iii) removing barriers to the utilisation of skills acquired.

6.2 Training Priorities

The Company will prioritise training in consultation with the workforce, and shall take into account each employee's progress towards achieving improvements in key performance indicators.

Such training skills shall include but not be limited to:

- i) **On-going Skill Maintenance:** Regular review of the knowledge, skills and competency of personnel to carry out duties as stated, with appropriate on-site training.
- ii) **Total Quality Management Concepts and Tools for Continuous Improvement:** Consistent with the Company's adoption of TQM principles as the method of continually improving the way the business is operated, employees shall receive information, training, and on-the-job learning experience to allow them to contribute effectively.
- iii) **Customer Service Skills:** Training to allow employees to be key contributors in the process of providing improved service to customers.
- iv) **General Administration:** Regular review of employee's knowledge and understanding of the general administration system and appropriate training to redress deficiencies should they occur.

- v) **Occupational Health & Safety:** Training as required to ensure employees are fully competent in all areas of occupational health and safety as they relate to their workplace.

6.3 Career Path

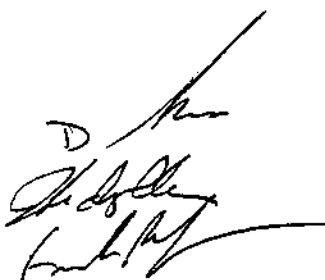
- i) Employees are to be available to carry out all work as required which is within their skills and competence, while meeting all statutory requirements.
- ii) Career paths must meet the needs of both the Company and the employees, and must provide incentives for the acquisition of skills and for the introduction of more flexible work arrangements.
- iii) The parties agree that career paths may need to be reviewed subject to changes in technology, training and industry needs. Any changes to career paths shall be introduced by agreement between the Operations Manager and the individual.

6.4 Company Initiated Training

- i) Employees shall undertake training and retraining as required by the Company.
- ii) The Company shall pay all costs associated with training whether it is internal, external or on-the-job.
- iii) Time off without loss of pay shall be provided for company initiated training. It is expected that training will occur within normal rostered hours of work.
- iv) Travel costs incurred by an employee undertaking approved training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed in accordance with Clause 3.7 of this Agreement.

6.5 Employee Initiated Training

- i) Employees planning to undertake further training should in the first instance discuss the matter with the Operations Manager. Final approval for company sponsored training rests with the Chief Executive.



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A. Holzner
Ron Palmer
S. Walsolise



- ii) The Company may consider reimbursing part or all of the costs associated with the training, provided that the training has relevance to the Company's current and future needs.
- iii) Where the Company agrees to reimburse part of all of the costs associated with the training, the employee shall be notified in writing.
- iv) Reimbursement for approved training shall be made at the successful completion of each stage of the course.
- v) Employees are required to submit a claim for payment accompanied by receipts.
- vi) The Company may approve any reasonable request for time off work without pay for attendance at such training including examinations and study leave. Requests for time off with pay should first utilise any available annual leave.

PART SEVEN: COMPANY POLICY AND PROCEDURES

7.1 Grievance Procedure

This procedure shall cover both individual and collective grievances. The aim is to resolve problems that arise as close to the source as possible with graduated steps for further discussions and resolution at higher levels of authority as necessary.

- Step 1: The matter shall be discussed between the employee(s) and the Site Supervisor and/or Leading Hand.
- Step 2: The matter shall be discussed between the employee(s) and the Site Supervisor and the Operations Manager.
- Step 3: The matter shall be discussed with a mutually agreeable third party.
- Step 4: The matter may be referred by either party to the Industrial Relations Commission of New South Wales.

The procedure requires:

- i) reasonable time limits to be set for discussion at each stage, with all relevant facts clearly identified and recorded;
- ii) without prejudice to either party, normal work to continue while the procedure is being followed;
- iii) if the matter has not been resolved at the conclusion of the discussion, the employer must provide a response to the employee's grievance within a reasonable period of time, including reasons for not implementing any proposed remedy;
- iv) in a dispute between the Company and its employees, each party may be represented by their respective industrial representative.

Nothing in these procedures shall limit the Company's right of summary dismissal pursuant to clause 2.2(ii) of this Agreement.

7.2 HEALTH & SAFETY

In accordance with Occupational Health & Safety Act 1983.

7.3 ENVIRONMENTAL COMPLIANCE

Following release of, and implementation of appropriate training for, the KES Environmental Compliance Program, all employees shall be aware of and comply with conditions and procedures contained in it. Flagrant disregard for those procedures and thereby causing the Company to compromise its operating licences and leases, may lead to summary dismissal of an employee in accordance with Clause 2.2(ii) of this Agreement.

PART EIGHT: PRODUCTIVITY

8.1 Objective

Parties to the Agreement recognise and are committed to the development and introduction of measures to increase the efficiency of the organisation. Self managed workteams with demonstrated productivity improvements shall be introduced where necessary.

Consistent with the objectives of this Agreement set out in clause 6.1, the parties agree to participate in the introduction and development of a training and productivity improvement program, including the implementation of a computerised site administration system.

The program shall be subject to the guidelines of ATFIC (Assistance to Firms Implementing Change). The objective of ATFIC is to assist firms to expand, restructure and develop effective business and human resource planning practices to retain and/or expand and/or upskill their workforce.

By way of consultation, the parties agree during the course of this Agreement, to work toward the creation of a straightforward pay structure and negotiation of a skill based classification model.

PART NINE: CONSULTATION

- i) To assist in achieving the objectives set out in Part Eight of this Agreement, the Company agrees to the formation and servicing of, and participation in a representative consultative committee.

- ii) The Terms of Reference for the operation of this committee will be as agreed from time to time by that committee. It is generally agreed that matters to be covered by the committee shall include those pertaining to this or future agreements, and to the successful operation of the Company's business.

- iii) Numbers of employee representatives on the committee will be greater than Company representatives.

- iv) Employee representatives shall be paid for attendance at committee meetings.

PART TEN: SIGNATORIES

This Agreement is made at Silverwater, NSW, on this the 21 day of MARCH, 1995.

SIGNED FOR AND ON BEHALF OF CAMIDE PTY LTD

Director [Signature] Secretary [Signature]



IN THE PRESENCE OF:

[Signature]

SIGNED BY THE EMPLOYEES OF CAMIDE PTY LTD

RON PALMER
Name

[Signature]
Signature

PETER CARTER
Name

[Signature]
Signature

MATTAN RAWIRI
Name

[Signature]
Signature

SEVARE WALISOLISO
Name

[Signature]
Signature

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Name

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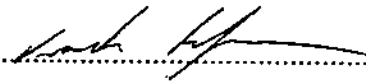
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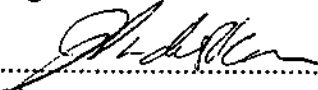
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Name

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..... JOHN DE ST CROIX
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