

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/257**

**TITLE:** Cleanaway Industrial Unanderra (TWU) Agreement 2000

**I.R.C. NO:** 2001/4683

**DATE APPROVED/COMMENCEMENT:** 1 August 2001/1 August 2000

**TERM:** 30 Months

**NEW AGREEMENT OR  
VARIATION:** New. Replaces EA99/8

**GAZETTAL REFERENCE:** 7 September 2001

**DATE TERMINATED:**

**NUMBER OF PAGES:** 21

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to all employees engaged under Cleanaway Industrial Southern NSW located at the Unanderra depot Lot 3, Berkeley Road

**PARTIES:** Brambles Australia Limited t/as Cleanaway -&- Transport Workers' Union of Australia, New South Wales Branch

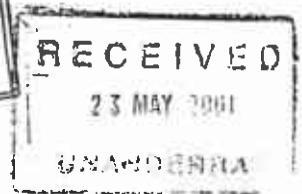
**CLEANAWAY INDUSTRIAL UNANDERRA  
(TWU) AGREEMENT 2000**

**1.0 TITLE**

This Agreement shall be referred to as the Cleanaway Industrial Unanderra (TWU) Agreement 2000.

**2.0 ARRANGEMENT**

**Clause No.    Title of Clause**



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**Cleanaway – Industrial (Unanderra) TWU EBA**  
**As at Tuesday 6<sup>th</sup> March 2001 - Income Protection Insurance Resolved**

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### 3.0 COMMENCEMENT DATE OF AGREEMENT & PERIOD OF OPERATION

This Agreement shall operate from 1<sup>st</sup> August 2000 and shall remain in force until 1st February 2003. Payments in accordance with the terms of this Agreement will be implemented upon signing and backdated until 1<sup>st</sup> August 2000.

Negotiations in respect to the next Agreement will commence 6 months prior to the expiry of this Agreement.

### 4.0 PARTIES BOUND

The parties to this Agreement are the Transport Workers Union (NSW Branch) and Cleanaway Industrial Southern NSW (Cleanaway Unanderra), with respect to employees of Cleanaway Unanderra at Unanderra performing work under the scope of the Transport Industry Trade Waste Award (both Industrial Drivers and Wollongong City Council Greenwaste Drivers).

### 5.0 COVERAGE OF AGREEMENT

5.1 This Agreement applies to operations pertaining to Cleanaway Industrial Southern NSW located at the Unanderra depot, Lot 3, Berkeley Road.

5.2 This Agreement recognises the Transport Industry Trade Waste Award so far as it relates to the operations referred to in 5.1 as the parent award and applies in lieu of the award in respect of any subject matter addressed within and to the extent of any inconsistency.

This Agreement seeks to vary the application of some aspects of the Award to better suit the Cleanaway operations. Where no variation has been defined the standard clauses of the Award shall apply.

All previous yard Agreements not consistent with the terms of the Transport Industry Trade Waste Award, the Waste Collection and Recycling Award and the Cleanaway Unanderra Agreements of 1998, 1995 and 1993 and this Agreement shall cease to apply.

This Agreement supersedes all previous Agreements that may have been in place.

This agreement is intended to conform to the "In Principle Agreement" between the TWU and Brambles Australia limited as far as it relates to Cleanaway. The intention of both parties is that no new Award Trade-Offs be encompassed by this agreement.

## **PART 2 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **6.0 AGREEMENT OBJECTIVES**

This Agreement has twin objectives. The first is to promote the values of Brambles in the workplace. The second is to increase the profitability of Cleanaway Unanderra while rewarding employees for helping to make it happen.

### **6.1 BRAMBLES "BREAKAWAY" VALUES**

The fundamental objective of this Agreement is to create a framework consistent with Brambles values. These are as follows:

#### ***INTEGRITY***

- Act with honesty and integrity at all times.
- Be open, forthright and professional in dealings with people.



#### ***KNOWING THE CUSTOMER***

- Listen carefully to what customers are saying and why they are saying it.
- Anticipate customers' needs and build partnerships with them.
- Make it easy for customers to do business with Brambles.

#### ***ADDING VALUE***

- Contribute to the profitable growth of Cleanaway Unanderra. That is why we are all employed.

#### ***RISK-TAKING***

- Encourage ideas and change.
- Be innovative and an informed risk-taker in pursuing growth.
- Think laterally and be prepared to use technology to create new products and services.

#### ***PEOPLE***

- Develop people: train, trust, and delegate responsibility.
- Foster both individual achievement and teamwork.
- Encourage diversity, share ideas and, above all, reward outstanding performance.

#### ***OWNERSHIP***

- Set challenging goals and accept full responsibility for the result.

#### ***RESPONSIBILITY***

- Obey the law.
- Make sure workplaces are safe.
- Take care of the environment.

## **6.2 PROFITABILITY INCREASE THROUGH PRODUCTIVITY IMPROVEMENTS**

Cleanaway is committed to remaining a profitable, efficient and customer focussed Waste Service operation.

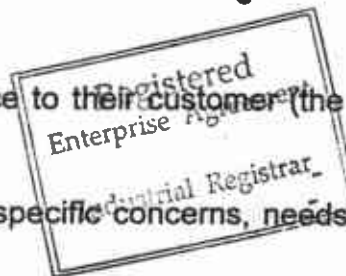
This EBA is based on the parties' agreement that all employees should have a sense of ownership of the business, as well as a commitment to and accountability for its success.

Through this Agreement employees will continue to be:

- Flexible
- Committed and
- Skilled.

The continuation of the teamwork approach will be a major contributor to improving the productivity, efficiency and customer focus of this site. Teamwork will remain the norm; however, contributions by individuals are still essential. Teamwork means:

- the use of small groups involving employees from all levels of the organisation to analyse and develop solutions for problems;
- all employees and teams providing a quality service to their customer (the next person or team) and
- All employees striving to understand each other's specific concerns, needs and opinions.



## **7.0 CONSULTATIVE PROCESS**

- 7.1** A site Consultative Committee comprising of management representatives, and 3 drivers (as per the EBA negotiation team) will continue to meet monthly as required to review progress of the EBA initiatives & discuss improvements in productivity and agreed KPI's.

The Committee is committed to a consultative presence and involvement in respect to the development and review of business requirements.

- 7.2** Any dispute arising from matters under consideration by the consultative committee shall be dealt with in accordance with the Dispute Settlement Procedure.

## **7.3 Communication**

To achieve continuous improvement and for this Agreement to succeed, Cleanaway Unanderra and it's employees need to promote more effective two-way communication between employees and teams as well as with management.

**The key commitments to Communication are:**

- (a) Every person is encouraged to approach their direct Supervisor or the Branch Manager on any matter that is of concern to them.
- (b) All parties accept that there is a need for effective two-way communication to operate in an open and participative manner where consultation, not confrontation, is the norm;

To achieve the above the following items must be addressed:

- (a) Better communication on OH&S issues & initiatives;
- (b) Feedback on key business drivers;
- (c) Quarterly briefing on company performance;
- (d) Better two-way/telephone communication system on site available for all to use;
- (e) More communication between departments to ensure all jobs are done "right the first time".

**8.0 DISPUTE SETTLEMENT PROCEDURE**

- 8.1** The parties to this Agreement will operate under this Dispute Settlement Procedure and it is the intention of the parties that the Procedure will be strictly adhered to for any issue, local or national.

In view of the guarantee of service outlined in subclause 8.3, it is specifically acknowledged by the parties that failure to comply with the Dispute Settlement Procedure will remove from Cleanaway Unanderra a considerable benefit of this Agreement.

- 8.2** The Dispute Settlement Procedure shall be:

**8.2.1** All matters shall be attempted to be resolved within the workplace.

**8.2.2** The following steps shall be followed until the matter is resolved:

**8.2.2.1** Any matter shall first be discussed between the employee and supervisor.

**8.2.2.2** The Union Delegate shall consult with the Operations Manager on the matter.

**8.2.3** If the matter cannot be resolved within the steps identified in subclause 8.2.2, discussions involving the State Secretary/Union Organiser, Regional Manager and relevant Company officials shall take place. This could include BAL's Employment Services Department.



8.2.4. If the matter still cannot be resolved, either party shall refer it to the New South Wales Industrial Relations Commission (IRC) for assistance.

8.2.5 During the processes outlined in this provision there shall be no disruption to Cleanaway Unanderra's commercial operations.

### **8.3 Continuity of Service**

Consistent with the intent of the Industrial Relations Act 1996, the Union and its members employed by Cleanaway Unanderra undertake that during the life of this Agreement, the employees will endeavour not to take industrial action to disrupt the availability of labour to work in accordance with the requirements of Cleanaway Unanderra's business undertakings.

8.4 It is recognised by all parties that the work (collection & disposal of waste) is owned by Cleanaway.

8.5 No party shall be prejudiced as to final settlement by the continuance of work.

8.6 The circumstances which applied immediately prior to the dispute arising shall continue until final resolution of the matter.

The only qualification to the undertaking for continuity of service is the requirement that work be capable of being carried out in a manner consistent with Occupational Health and Safety requirements.





## PART 3 - COMPANY AND EMPLOYEES DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

### 9.0 CONTRACT OF EMPLOYMENT

#### 9.1 Employment Categories

Employment under this Agreement may be full-time or casual. A casual employee may be engaged for 4 hours per engagement.

#### 9.2 Probationary Period

A full time employee shall be subject to a 3-month probationary period. Casual employment with Cleanaway shall be recognised as the probationary period upon appointment to a full-time position.

#### 9.3 Medical Examinations

9.3.1 Employees may be requested and encouraged to undertake medical checks, by the preferred company doctor or the employee's own doctor, during the term of employment. All tests shall be taken during work time and Cleanaway Unanderra shall meet all costs. Such medical examinations shall not be used to terminate an employee's employment.

9.3.2 If the employee wishes, all medical examination results shall remain confidential at the doctor's surgery.

Provided the employee agrees, Cleanaway Unanderra will be provided with a copy of a medical statement from the doctor detailing:

- Whether the employee is fit or unfit for work, and
- Any medical information which may be required by Cleanaway Unanderra consistent with relevant statutes and legislation.

9.3.3 The outcome of medical examinations will not be used to the detriment or prejudice of an employee's career prospects or earning capacity.

9.3.4 The medical tests shall be conducted on an employee's anniversary date of their commencing with the Company.

#### 9.4 Employee Duties

9.4.1 Cleanaway Unanderra may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

9.4.2 Cleanaway may direct an employee to carry out such duties and use such tools, equipment and technology as may be required, provided that the employee has been trained in the use of such tools, equipment and technology. Where new equipment/technology is introduced, training of a suitable type and duration shall be introduced.

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The new equipment/technology may include but not be limited to on-board computers, *MapInfo*, GPS, *Victor*, Weighing systems etc.

**9.5 Abandonment of Employment**

- 9.5.1 The absence of an employee from work for a continuous period of three (3) working days without the approval of Cleanaway Unanderra and without notification to Cleanaway Unanderra shall be prima facie evidence that the employee has abandoned their employment.
- 9.5.2 Provided that if within a period of 5 days from the employee's last attendance at work or at the date of the last absence in respect of which notification has been given or approval has been granted an employee has not established to the satisfaction of Cleanaway Unanderra that the absence was for a reasonable cause, the employee shall be deemed to have abandoned their employment.
- 9.5.3 Termination of employment in accordance with this sub-clause shall operate as from the date of the last attendance at work or the last day's absence in respect of which approval was granted, or the date of the last absence in respect of which notification was given to Cleanaway Unanderra, whichever was the later.

**9.6 Appointment, Transfer and Promotion**

- 9.6.1 The initial criteria for appointment, transfer or promotion will be that of merit of the candidate. Seniority will be a major factor amongst other factors.

**9.7 Disciplinary procedures**

Refer to Appendix for details on the Code of Conduct.



## PART 4 - PRODUCTIVITY IMPROVEMENT AND WORK PRACTICES

### 10.0 PRODUCTIVITY IMPROVEMENTS

Cleanaway Unanderra prides itself on providing a quality service to its customers.

It is imperative that continuous improvement in the quality of Cleanaway Unanderra's customer service is achieved to enable us to remain competitive and achieve growth in the market.

**The key commitments to Customer Service Improvement are as follows:**

- 10.1 All employees accept responsibility to provide a quality service to Cleanaway Unanderra's customers.
- 10.2 All employees will seek continuous improvement in the quality of service provided to customers.
- 10.3 All drivers will perform routine inspections in the form of DVRs (Daily Vehicle Reports). This clause shall be read in accordance with the standard procedure for "Filling out DVRs".
- 10.4 All employees will seek to reduce the number of customer complaints & credit notes. This requires paperwork such as runsheets to be filled out promptly & accurately.

### 11.0 WORK PRACTICES

All employees will need to be involved in teams to be flexible and eliminate any unnecessary barriers that impede the achievement of Cleanaway Unanderra goals.

**The key commitments to Work Practice Change are as follows:**

- 11.1 All employees will work to their full skill, competence and training and in doing so make a positive contribution to a more productive workplace.
- 11.3 All employees will attempt to ensure that working patterns and arrangements enhance the flexibility and the efficiency of Cleanaway.
- 11.4 All employees will seek to become multi-skilled in various systems of work such as Front-Lift, Side-Arm (Greenwaste), Bulk (RoRo and LoLo) and Liquid vehicles.
- 11.5 All employees will use new technology, where applicable, provided that where new equipment and or technology is introduced, training of a suitable type and duration shall be provided. Such change includes on-board computers, the use of MapInfo, routing software, Global Position Satellite (GPS) and Victor on-board weighing system.
- 11.6 Management may move vehicles from "Point A" to "Point B" inside the depot and to and from any repair and mechanical institutions, provided no 'clocked on' employees are readily available and that the vehicles are not to be worked or loaded by management.



To achieve flexibility and better utilisation of skills, the following items whilst not exhaustive are to be addressed:

- When not operating vehicles, drivers will assist in other yard or workshop activities provided the duties are within training, competence and skill;
- Drivers will wash vehicles daily, provided that it is within the ordinary shift;
- Breakdown shall be notified to both the Vehicle Workshop and Customer Service promptly.
- Drivers will eliminate unofficial breaks such as smoke breaks. Normal disciplinary procedure will apply as per the Code of Conduct in Appendix A;
- Employees are required to collect cheques from clients and issue receipts for payment. No employee may be asked to collect cash without consent.

## **12. TRAINING & MEETINGS**

**The key commitments to Training are as follows:**

- 12.1 To meet customers' expectations Cleanaway Unanderra needs its employees to be flexible, receptive to change, multi-skilled and to function as a team. Appropriate training and education will be provided by Cleanaway Unanderra to develop these skills and all employees must be willing to undertake training.

This shall include:

- i. Competency Based training;
- ii. OHS&E training;
- iii. Training in Customer Service awareness;
- iv. Information technology (IT) and
- v. Induction training including OHS&E and training in industrial agreements. This shall include introduction to the Union delegate.



- 12.2 Training provided by Cleanaway Unanderra will be paid at ordinary time on the basis of sessions not exceeding 2-hours per session. This training may be conducted prior to or after the normal workday as long as it occurs within the span of hours.

If the training continues beyond 2 hours & the employee has already performed 8 hours work, overtime rates shall apply and overtime shall be paid on the basis of time and a half for the first two hours beyond the 8 hours and double time thereafter.

The duration of training at ordinary time rates will not exceed 4 hours per month per employee, ie. 4 x 1 hour sessions or 2 x 2 hour sessions etc.

- 12.3 Driver Assessor Training (DAT) shall be conducted by a qualified person. Any employee, including the DAT representative, can be utilised to familiarise new employees in systems. When a person applying for a position is required to be approved prior to DAT training, the Depot Manager or Supervisor can approve this person. The employee also agrees to undertake performance appraisals, if and when introduced by the Company.

### 13. ABSENTEEISM

The profitability of Cleanaway Unanderra is effected when employees are absent from the workplace. The parties agree that we need to improve this record by reducing absenteeism.

**The key commitments to Absenteeism Improvement are as follows:**

- 13.1 All employees will need to complete the *Advice of Sick Leave* form for every single day's absence and provide a doctor's certificate for each absence of greater than one day's continuous duration. Failure to provide such documentation may result in no payment.
- 13.2 Where an employee has an appointment to see their Doctor or Dentist, he is encouraged to take only the required hour(s) off rather than the whole day, where medical requirements permit and provided the company makes the time available.
- 13.3 **The following is optional for each employee.**

To encourage a reduction in absenteeism, individual employees who have not used any sick leave for three (3) calendar months may, at the employees' discretion, "cash in" two-and-one-half (2 ½) days Sick Leave at the completion of each quarter, on a "dollar for dollar basis". This is subject to employees maintaining a bank of five (5) days (before and after the cashing in of any Sick Leave). If an employee elects not to "cash in" Sick Leave at the end of a quarter, then this Sick Leave cannot be later "cash-in". If the Sick Leave is not "cash-in" it shall be accumulated and available to be taken at a later date.

For the purposes of this clause each quarter is to be calculated with reference to the 30<sup>th</sup> September 2000. That is, the first time employees would be able to cash-in Sick Leave is on the 1st October 2000, provided they have a bank of five (5) days.

Further, those employees who at the commencement of this agreement, have a bank of fifteen (15) days or more Sick Leave, may, in addition to any entitlement under the preceding paragraph, "cash in" one days Sick Leave at the completion of each quarter, on a "dollar for dollar basis".

Under no circumstances would Sick Leave be paid out at termination of employment.

### 14. OCCUPATIONAL HEALTH, SAFETY and ENVIRONMENT

Cleanaway Unanderra and its employees dedicate themselves to continual improvement in maintaining and enhancing Cleanaway Unanderra's OHS&E record. Brambles Australia limited has attained Workers Compensation self-insurance status in NSW. All employees need to be committed to following the "Incident Reporting Procedure" & identifying risks within the workplace.

**The key commitments to OHS&E are as follows:**

- Employees will be actively involved and support the OH&S Committee;

- Employees will be actively involved in the development, implementation & maintenance of Induction Procedures, Emergency Procedures & Standard Operating Procedures (SOP);
- Employees will identify risks and offer suggestions for improvement;
- Employees will be aware of and ensure proper use safety equipment;
- Employees will minimise equipment damage & promptly reporting such damage and
- Employees will adhere to Cleanaway Unanderra Health & Safety policies and other Brambles Australia Limited and Cleanaway specific policies.

**15. QUALITY ASSURANCE :**

**The key commitments to Quality Assurance are as follows:**

- 15.1 All employees are committed to the implementation & maintenance of a Quality Assurance program in accordance with Australian Standard 9002. This includes the adherence to SOP and the completion of any necessary paperwork.
- 15.2 As part of this Quality Program all employees shall wear Cleanaway Unanderra uniform. The uniform consists of long trousers, long sleeved shirts, shorts, short sleeved shirts and safety boots that must be worn at all times. Safety hats & glasses may be required at various clients' sites & this equipment shall be available in the workshop. All uniforms will be provided on a fair wear and tear basis.

**PART 5 - WAGES & RELATED MATTERS**

**16.0 CLASSIFICATIONS & WAGE RATES**

16.1 The following compounding wage rates shall apply during the life of this Agreement.



<b>Grade</b>	<b>Wage Rate as at 31<sup>st</sup> July 2000 Per / week</b>	<b>To apply from 1<sup>st</sup> August 2000</b>	<b>To apply from 1<sup>st</sup> July 2001</b>	<b>To apply from 1<sup>st</sup> July 2002</b>
<b>4</b> Front Lift, Bulk Greenwaste Drivers	\$650.91	\$663.93	\$680.53 plus 1% subject to achievement of KPIs	\$697.54 plus 1% subject to achievement of KPIs
<b>6</b> Liquid Tanker Drivers WWTP Operator	\$671.33	\$684.76	\$701.88 plus 1% subject to achievement of KPIs	\$719.43 plus 1% subject to achievement of KPIs

16.2 Table A defines the other relevant allowances for the term of this Agreement.

**16.3 Payment of Wages**

All wages will be processed weekly and be paid by electronic funds transfer.

## **16.4 Superannuation**

16.4.1 Employer funded superannuation contributions shall be paid into one of the following funds as nominated by the employee;

- TWU Super Fund, or
- Brambles Superannuation Trust

16.4.2 Once an employee has nominated the fund into which contributions are to be directed, the employee may not seek to change that nomination during the life of this Agreement.

## **17.0 NO EXTRA CLAIMS**

It is a term of this Agreement that during the nominal term set out in Clause 3 there shall be no claims for wages and allowances or terms and conditions of employment except as provided for within this Agreement.

It is also a term of this Agreement that any wage movements arising during the life of this Agreement from National or State Wage Case decisions shall be absorbed against the rates of pay set out in Clause 16.

## **18.0 INCOME PROTECTION INSURANCE**

Cleanaway Unanderra has agreed to the introduction of an Income Protection Insurance Scheme.

18.1 Cleanaway Unanderra will pay for Income Protection Insurance for the life of this Agreement from the date of signature.

18.2 For those employees of Cleanaway Unanderra who have pre-existing Income Protection Insurance and pre-existing claims, Cleanaway Unanderra will pay 1.5% of wages to Chifley Insurance as a substitute for the company chosen fund for the life of this Agreement.

This is designed to allow those particular employees with have pre-existing Income Protection Insurance and pre-existing claims to remain covered for those pre-existing claims.

It is the intention of both parties that where an employee complete 6 months full-time work without recurrence of that pre-existing injury and would qualify for full coverage with the company chosen fund, then the employee will cease insurance with Chifley and transfer to the company chosen fund.

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## 19.0 INCENTIVE SCHEME

### 19.1 OBJECTIVES

The objectives of the Incentive Scheme are to:

1. Satisfy employees and the Union's desire for wage outcomes;
2. While not eroding Cleanaway Unanderra's profitability.

### 19.2 DEFINITIONS

When this Agreement speaks of the following concepts, this is what is meant:

Productivity	Lifts per hour.
Safety	The occurrence of incidents that result in Lost Time Injuries (LTI), plus Alternate or Modified Duties (S&SD) plus Offsite Medical Treatments (OMT).
Absenteeism %	The percentage of time counted as absent (including Lost Time Injuries) divided by the total man-hours worked for the period.
Equipment damage	Cost to fix damage caused by incidents where Cleanaway's driver is at fault. That is, where Cleanaway Unanderra pays out to a third party.

### 19.3 INCENTIVE SCHEME OUTLINE

#### Incentive Scheme Outline

19.3.1 The incentive scheme will commence from the operation of this Agreement.

Two further increases in base rates of 1% are available on July 1<sup>st</sup> 2001 and July 1<sup>st</sup> 2002 respectively subject to the performance of Cleanaway Unanderra in 4 designated areas.

19.3.2 The 4 designated areas will be:

- a) Productivity Front Lift
- b) Productivity Bulk Systems (RoRo and Marrell (Lift On Lift Off))
- c) Safety
- d) Absenteeism





**19.4 INCENTIVE SCHEME OPERATION: TARGETS**

19.4.1 The performance incentive scheme will operate as follows

19.4.2 From the commencement of the operation of the EBA, the current performance of Cleanaway Unanderra in each of the areas is:

Front Lift m <sup>3</sup> /hour	=	21.51 m <sup>3</sup> / man-worked hour
Bulk	=	1.42 worked hours / lift
LTI+S&SD+OMT	=	13 per annum
Absenteeism	=	Average 68 hours absent / annum / employee

19.4.3 The performance incentive scheme will incorporate realistic and achievable targets.

19.4.4 The targets will be monitored by applying a percentage rate to the current performance level in each of the designated areas.

The percentage rates applied will be as detailed below:

- a) Front Lift Productivity (plus or increase 2%)
- b) Bulk Productivity (plus or increase 2%)
- c) Absenteeism (minus or decrease of 10%)
- d) Safety (minus 7.7% or 1 less incident than 13)

The following table outlines the 4 target areas, their current level and the expected level to be achieved in order for bonuses to be paid:

Target	Level @ 1 <sup>st</sup> July 2000	Level to be achieved from 1 <sup>st</sup> July 2000 to 30 <sup>th</sup> June 2001	Level to be achieved from 1 <sup>st</sup> July 2001 to 30 <sup>th</sup> June 2002
Front Lift m <sup>3</sup> / Hour	21.51	21.94	22.38
Bulk Hours / Lift	1.42	1.45	1.48
Absenteeism	13	12	11
Safety	68	61	55

**19.5 Incentive Scheme Operation: Monitoring Performance**

19.5.1 Once the targets are established a committee made up of a Workplace representative from each system and 2 company representatives will be convened to monitor the performance of the business against the set targets.

19.5.2 The parties agree that major issues of disruption outside the control of the drivers will be considered when assessing the performance of the business against the set targets. If the Committee determines that the targets are too high, the targets may be altered.

19.5.3 The committee referred to in sub-clause 19.5.1 above will meet monthly and Cleanaway Unanderra will maintain and provide monthly data to illustrate the performance of the business against the set targets.

- 19.5.4 At 30<sup>th</sup> June 2001, the performance against the set targets will be determined. The information will be presented to the monitoring committee.
- 19.5.5 If the set targets are achieved in 3 of the 4 designated areas, an increase of 1% will be paid to all employees of Cleanaway Unanderra covered by the Agreement as outlined in the table in sub-clause 16.1. This increase will be in the form of a further increase in rate so that, for example, the rate to apply for Grade 4 from July 1<sup>st</sup> 2001, would be \$687.17 per week instead of \$680.53.
- 19.5.6 If the set targets are not achieved in 3 of the 4 designated areas the parties will review the process with a commitment to following the dispute resolution procedure while the review takes place.
- 19.6 Continuous Improvement**
- 19.6.1 If the targets set in Year 1 (1<sup>st</sup> July 2000 to 30<sup>th</sup> June 2001) of the Agreement are achieved, the same % rates detailed in sub-clause 19.4.4 will be applied to each of the designated areas, based on their current level of performance, to create new performance targets for Year 2 (1<sup>st</sup> July 2001 to 30<sup>th</sup> June 2002).
- 19.6.2 Once the targets are established a committee made up of a Workplace representative from each System and 2 Management representatives will be convened to monitor the performance of the business against the set targets.
- 19.6.3 The parties agree that major issues of disruption outside the control of the drivers will be considered when assessing the performance of the business against the set targets. If the Committee determines that the targets are too high, the targets may be altered.
- 19.6.4 The committee referred to in sub-clause 19.5.1 above will meet monthly and Cleanaway Unanderra will maintain and provide monthly data to illustrate the performance of the business against the set targets.
- 19.6.5 On 30<sup>th</sup> June 2002, the performance of Cleanaway Unanderra against the set targets will be determined. The information will be presented to the monitoring committee.
- 19.6.6 If the set targets are achieved in 3 of the 4 designated areas, an increase of 1% will be paid to all employees of Cleanaway Unanderra covered by the Agreement as outlined in the table in sub-clause 16.1. This increase will be in the form of a further increase in rate.
- 19.6.7 If the set targets are not achieved in 3 of the 4 designated areas the parties will review the process with a commitment to following the dispute resolution procedure while the review takes place.

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## PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

### 20.0 HOURS OF WORK

- 20.1 The ordinary hours of work shall be as per the Trade Waste Award.
- 20.2 The ordinary hours of work will be in accordance with Clause 6 of the Award. The need for Cleanaway Unanderra to provide viable services to satisfy customer needs will be a determining factor in respect to hours of work issues.

### 20.4 Call-back

It is agreed that employees recalled to work in accordance with this Clause, and clause 13 of the Award, shall perform all reasonable tasks requested by Cleanaway Unanderra. If an employee works for more than 12 hours in a shift and returns to work before the expiry of 10 hours after the shift end, then the employee shall receive double-time, while working, until the expiry of the 10 hours. Again, at the end of the first shift following the failure to receive a 10-hour break after working for more than 12 hours, the employee shall receive double-time immediately upon being entitled to receive overtime.

### 20.5 Starting time

An employee's starting time for any day may be varied without penalty, providing Cleanaway Unanderra has given 24 hours notice to the employee. Appropriate Shift Allowances shall apply.

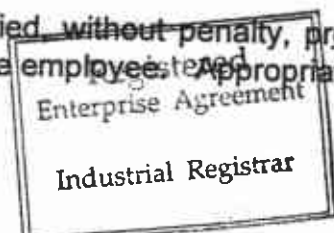
### 20.6 Shift Changes – Short Period

Both parties recognise that to be competitive in the market Cleanaway Unanderra's workforce needs to continue to be flexible and increase flexibility. To meet this end; employees may be required to change shifts at short notice, not necessarily 24 hours in advance, provided that no undue hardship will result to the employee.

### 20.7 RDO's and Allowances

All RDO's will be taken in conjunction with annual leave to satisfy operational issues. This means that there will be a minimum requirement of 3 weeks at each time ie (2 weeks annual leave and 1 week RDO's).

For the term of this Agreement, all allowances shall be applied as per the Award.



**PART 7 - SIGNATORIES TO THE AGREEMENT**



6-3-2001

**Signature**  
**Management Representative**  
**Cleanaway Southern N.S.W.**

**Date**

MATHEW BARTON, DEPOT MANAGER

**Print Name & Title**



22.5.01

**Transport Workers Union**  
**(New South Wales Branch)**

**Date**

MICHAEL AIRD

**Print Name and Title**



~~**Signature**  
**Cleanaway**  
**(A Division of Brambles Australia Limited)**~~

~~**Date**~~

~~**Print Name and Title**~~

## APPENDIX A

### CODE OF CONDUCT

#### 1. Aims

This Code of Conduct aims to provide a system for identifying and maintaining acceptable employee behavior and rectifying persistent poor work performance in a positive way by:

Identifying to the employee behavior that is unacceptable to Cleanaway.

Providing employees, through a counseling and disciplinary process an opportunity to correct unacceptable behavior and/or to rectify poor work performance.

Ensuring that where unacceptable behavior or poor work performance persists, despite counseling and disciplinary action, that any termination that may ensue is conducted in a manner that is demonstrably fair and just.

#### 2. Obligation of Employees

All employees of Cleanaway are expected to:

- \* Carry out their duties and responsibilities to the limit of their competency and skill.
- \* Positively contributes to the achievement of the work objectives of their respective business unit.
- \* Positively participate in approved, relevant training and to provide on the job training to others where appropriate.
- \* Comply with work practices that are designed to promote the objective of a safe and healthy workplace.
- \* Comply with all lawful instructions.
- \* Treat peers, other employees of Brambles Equipment, clients, associates and members of the general community with due respect, courtesy and good manners.
- \* Comply with the terms, conditions and commitments of the Enterprise Agreement.
- \* Comply with acceptable personal presentation.
- \* Complete all necessary documentation on time with acceptable attention to detail, accuracy, neatness, etc.
- \* Ensure that all equipment is cleaned, checked and stored properly. That the depot and buildings are clean, neat and tidy, where necessary, idle time shall be utilised for this purpose.

Unacceptable behavior or poor work performance may include but not be limited to the following:

- \* Consistent absenteeism without valid reason;
- \* Lack of application to duties and responsibilities;

- \* Derogatory speech or action;
- \* Failure to comply with legal, safe and reasonable instructions;
- \* Illegal, dishonest acts or acts which directly conflict with the interest of Brambles equipment;
- \* Intimidatory acts or assaults;
- \* Drunkenness, intoxication and illicit drug use.
- \* Poor personal presentation.

### **3. Disciplinary Procedures**

The following disciplinary procedure shall apply for breaches of the Code of Conduct.

For breaches of the Code of Conduct all Cleanaway employees shall be subject to a process of:

- \* Verbal warning/counseling;
- \* Written warnings/counseling/training/re-training;
- \* Termination.

### **4. Warnings**

When issuing warnings (verbal or written) the following matters should be taken into consideration:

- I. Employees are to be given the opportunity to have a witness or union delegate in attendance;
- II. Employees are to be advised of the nature of the specific issue generating the warning and Company's expectations in respect to that issue;
- III. Employees are to be given an opportunity to respond to the matter(s) raised in II.
- IV. Employees are to be advised that disciplinary action will continue should the problem(s) identified not be remedied. In this regard employees should be aware that termination of their contract of employment may ultimately occur;
- V. Employees are to be made aware that any written warnings issued will be placed on their personnel file;
- VI. Employees are to be asked to sign a copy of the warning. Any refusal to do so should simply be noted on the warning document.

### **5. Summary Dismissal**

In circumstances of serious misconduct i.e. misconduct of a kind such that it would be unreasonable to require the employees to continue the employment during the notice period; Cleanaway Unanderra may summarily terminate an employee's contract of employment.

