

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/294

**TITLE: Cleanaway (Northern NSW - Coffs Harbour Depot)  
Enterprise Agreement 2004**

**IR.C. NO:** IRC4/5277

**DATE APPROVED/COMMENCEMENT:** 21 September 2004/11 February 2004

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA01/295

**GAZETTAL REFERENCE: 19 November 2004**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 7

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees of Cleanaway, a division of Brambles Australia Limited, engaged at the company's depot at Lot 2 Englands Rd, Coffs Harbour, who fall within the coverage of the Transport Industry Waste Collection and Recycling (State) Award

**PARTIES:** Cleanaway, a Division of Brambles Australia -&- the Transport Workers' Union of New South Wales

# **CLEANAWAY (NORTHERN NSW - COFFS HARBOUR DEPOT) ENTERPRISE AGREEMENT 2004**

## **1. Title**

This agreement shall be referred to as the Cleanaway (Northern NSW - Coffs Harbour Depot) Enterprise Agreement 2004.

## **2. Arrangement**

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## **3. Parties Bound**

This agreement shall be binding up Brambles Australia Limited (trading as Cleanaway) ("the Company") and the Transport Workers Union of Australia, New South Wales Branch ("the Union") and all employees of the company engaged at its Depot at Lot 2 Englands Road, Coffs Harbour, whether members of the union, or not.

## **4. Application**

- (i) This agreement shall apply to work carried out in or in connection with the collection, transportation and/or disposal of solid or liquid industrial, commercial or domestic waste, recycling materials, refuse, garbage, sullage, sewerage and any other like material whether in its raw or natural state, wholly or partly manufactured state or decomposed or partly decomposed state.
- (ii) The general terms and conditions of employment of persons covered by this agreement shall be those prescribed by the "Transport Industry - Waste Collection and Recycling (State) Award, as varied".
- (iii) Provided that where the terms of this Agreement are inconsistent with the provisions of the Transport Industry - Waste Collection and Recycling (State) Award, this Agreement shall apply to the extent of any inconsistency.
- (iv) This Agreement shall supersede all previous Agreements and shall be in full settlement for its nominal term of all matters pertaining to the terms and conditions of employment of the parties covered by this agreement whether specifically addressed by this Agreement or not

## **5. Duration of Agreement**

This Agreement shall operate from the first pay period after the 11th February 2004 and shall apply for a period of twenty four (24) months, expiring on the 12th February 2006. For the purpose of a further Agreement the parties shall commence negotiations no later than six (6) months prior to the expiration of this Agreement.

Should the Company not be successful in re-winning the Coffs Harbour Municipal contract then the expiry date of this agreement shall be the 30th June 2005.

Provided that if the parties have not finalized a further Agreement within three (3) months of the nominal expiry date of this Agreement then either party may terminate this Agreement by the issuing of three (3) months notice to the other party and Industrial Relations Commission of New South Wales, pursuant to section 44 of the *Industrial Relations Act* 1996, as amended. In that case employment provisions shall revert to the Transport Industry Waste Collection - Recycling Award, as varied.

## **6. Aims & Objectives**

The aim of this Agreement is to improve the business unit's productivity by:

- (i) Providing an employment environment that improves the living standards and provides job security satisfaction and career path development for all employees.
- (ii) Implementing workplace reforms and aim for world best practice of our operations.
- (iii) The continued development of quality assurance systems to enhance our performance and service to our customers.
- (iv) Initiating programs that provide growth and expansion of the business unit by having the most efficient employees, systems of work and equipment.

## **7. Commitment**

The parties of this agreement are committed to ensure that:

- (a) All employees and management of the business unit are given an equal opportunity to participate in the process and decision-making through the depot Consultative Committee.
- (b) All employees are part of a flexible workforce participating in a continuous improvement program
- (c) The measures contained in the agreement lead to real gains in productivity
- (d) The dispute settlement procedures provided for in this agreement are rigorously applied and enforced.
- (e) The company and employees commit themselves to the successful implementation and continuing administration of a quality assurance program.
- (f) The company and employees commit themselves to the development, monitoring maintenance and improvement of service to clients.

## **8. Depot Consultative Committee**

- (a) The Consultative Committee shall comprise of one employee from each of the following areas: administration, maintenance drivers/operators, depot supervisor, and recycling supervisor.
- (b) The Committee shall nominate the chairperson.
- (c) The Committee shall meet bi-monthly
- (d) Minutes shall be recorded and displayed on the depot notice board.

The Committee shall consider issues relating to:

the morale of employees including their expectations and needs.

ways of improving work group performance.

achieving the multi-skilling of the workforce.

monitoring the effectiveness of this EBA, including KPIs provided for within this Agreement.

monitoring systems of expenditure/performance.

monitoring rostering and absenteeism.

reviewing QA procedure and monitoring compliance.

training needs and certification.

OH & S issues and performance.

## **9. Customer Service**

- (i) Replacement of 240 litre mobile cart lids, lid hing pins, dividers, divider retaining clips and wheels.
  - (a) Drivers/Operators as part of their normal daily duties agree to undertake the abovementioned replacements/repairs
  - (b) The company agrees to make space available on trucks for the carrying of spare equipment and tools to enable the abovementioned repairs to be undertaken.
- (ii) Drivers/Operators as part of their normal duties agree to service all 240 litre mobile carts which have been placed incorrectly at the kerbside, blocked y parked vehicles or any other obstruction that may hinder the servicing of the cart, from the normal operating position.
- (iii) Drivers/Operators as part of their normal duties agree to pick up all litter that may fall out of the 240 ltr mobile cart as part of the normal pickup and clear cycle (does not include light material sucked from container during the lid opening process).
- (iv) Drivers/Operators as part of their normal duties agree to fill out and place on 240 ltr mobile carts, bin stickers as provided, to inform customers in regard to problem containers and their required course of action, to remedy the situation.
- (v) Containers that are observed to be:
  - (i) Cross contaminated should be stickered and not serviced.
  - (ii) Any container that may cause damage to either the truck or the lifting mechanism or the container by attempting to clear the contents of that container should be stickered and not serviced.
  - (iii) Any container that is observed to contain an item or substance or liquid that by its nature may cause injury or breach the company OH & S policy by attempting to clear the container should be stickered and not serviced.
  - (iv) All bins not out for collection should be called into the office where they will be recorded on the bins not out for collection sheet.
  - (v) At locations where ongoing problems occur, the Depot Supervisor should be notified, who will then take the appropriate action to remedy the situation.
  - (vi) Drivers/Operators as part of their normal duties agree to record daily, the jobs undertaken to comply with item i), ii), iii), iv) and v) and hand in daily to the depot office. This information will be used to formulate and access depot efficiency and productivity gains.

- (vii) Drivers/Operators as part of their normal duties agree to rigorously apply and uphold the contract and QA requirements of all work and undertakings carried out by the company.

### **10. Settlement of Disputes Procedure**

The following procedure shall apply in the event of an industrial issue arising: -

- (a) The matter must initially be discussed between the employee and their immediate Supervisor. At the employee's option the delegate may also be present.

A cooling off period of 24 hours shall commence from this point in time.

- (b) If not settled or an agreed course of action is not found, the matter shall be submitted by the duly elected delegate to the Area Manager. At any point in these discussions the delegate or Area Manager may seek the involvement of the Manager Northern NSW.

A cooling off period of 24 hours shall commence from this point in time.

- (c) The aim of this procedure is to resolve all workplace issues as quickly as possible and as close to the source of the issue as possible. If, however, a matter is not resolved or an agreed course of action is not found, then the procedure will move to step (d).

- (d) If not settled, the Delegate shall seek the assistance of the State Secretary of the Union or nominated representative and the Manager Northern NSW may seek to involve the State Manager and/or the Human Resources Department in this matter.

A cooling off period of 24 hours shall commence from this point in time, or until step e) can be arranged whichever is earliest.

- (e) 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.

- (f) 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, with the exception of disciplinary issues.

- (g) No party shall be prejudiced as to final settlement by the continuation of work in accordance with the sub-clause.

Paragraph (i) Part (a)(b)(d), the parties agree to strictly adhere to these procedures, in line with the Cleanaway values of ensuring supporting behaviour, which recognizes "a sense of ownership of the business by all employees and continuity of excellent customer service".

Exemptions To The Above Procedure:

- (a) Safety Issues - as determined by the OH & S Chairman in consultation with management, the Industrial Relations Commission or the State OH & S Bodies.
- (b) Essential Services - the parties recognize that the waste industry provides services essential to the healthy and well-being of the community and that in the event of industrial action arising a level of service, sufficient to prevent health risk, shall be maintained to hospitals, schools, major shopping centers and other agree similar facilities.
- (c) ACTU or State Labour council disputes - 48 hours notice will be given where possible.

Status Quo:

The status quo is defined by the practices in place prior to the dispute except for disciplinary issues.

## **11. Performing Minor Repairs**

All Drivers/Operators will be required to perform minor mechanical and safety repairs to enable all fleet vehicles to commence work and perform with minimal disruption at any time.

No Driver/Operator will be asked or expected to perform a task or duty where any form of danger or unsafe working conditions apply. All operators will be trained in any operation that may be required of them eg. replacing flat batteries, replacing bulbs/lenses, replacing flat tyres, etc.

## **12. Working Hours**

- (i) Start times nominated by management will be flexible between the hours of 5.30am and 6.00am to minimize bottlenecks at MRF, tip, meal break and washdown area.
- (ii) A 30 minute unpaid lunch/meal break is to be taken mid shift - the existing twenty minute paid break is to be cancelled.
- (iii) To aid with clause 12 (i), a relief operator may empty garbage vehicles at the meal break and/or shift end on an as needs basis.
- (iv) All employees agree that in the event of an operator shortage, due to sickness of the like, that on request, any operator on an RDO will report to work, ASAP after the request to do so, has been made.
- (v) All garbage operators agree to work to optimize productivities with the existing equipment and persevere until such time that improved technology is implemented to rectify existing limitations.

## **13. Matters Agreed**

Wage Increases:

In recognition of the measures set out in this agreement the following wage increase shall apply:

3% on the base rate of pay at the first pay period after the 11 February 2004

3% on the base rate of pay at the first pay period after the 11 February 2005

In addition to the rates specified above a \$40.00 per week performance bonus will be payable to each employee on a weekly basis for a twelve monthly period commencing as from the 1st July 2004. Employees will be eligible to receive the performance bonus where they have attended for duties for the full five days Monday to Friday inclusive. Where a rostered day off (RDO) occurs during the week it shall be regarded for the purposes of the payment as a qualifying working day.

There shall be no further claims for wages or allowances during the life of this agreement. Increases arising during the life of this agreement from National and State Wage Case Decisions shall be absorbed against the wages payable under this agreement.

Income Protection:

The Company, through AON, shall provide income protection at the cost of 1.5% of gross wages for the life of this Agreement from the date that the Agreement is certified. To this end, information will be forwarded to the employees on the scheme.

Training:

Training is to be provided on a needs basis, as follows:

- (i) Competency based training shall be offered, taking into account some obvious difficulties in remote areas;

- (ii) Occupational Health and Safety training shall be provided, not only to those on Committees but to all employees as agreed on a site by site basis;
- (iii) Induction training shall be provided which includes occupational health and safety training and information on all industrial agreements. Induction training shall also include introduction to the Union Delegate;
- (iv) Training shall be provided on the risks associated with contaminated waste and the danger of needles stick injuries, on a needs basis
- (v) Notwithstanding the foregoing all employees will be trained to a level equivalent to, or greater than, the "Blue Card" level 3.
- (vi) The accredited Union representative (Yard Delegate) shall be eligible to be granted a maximum of five (5) days per annum training leave in order to participate in authorized delegate training programs. This leave will be cumulative over the life of this Agreement.

Immunisation:

Immunisation shall be provided to those employees who provide the appropriate authority and on a needs basis.

Chain Of Responsibility:

The Company agrees to comply with any legislative requirements introduced pertaining to the chain of responsibility

Anti Discrimination

Cleanaway is an equal opportunity employer and as such will not tolerate any form of discrimination or harassment within the workplace.

Cleanaway has in place an anti discrimination and harassment policy that all employees should ensure they are familiar with.

Any breaches of the Anti Discrimination and Harassment policy will result in disciplinary action being taken against the offender.

#### **14. Wage Rates**

At the commencement of the full pay period on or after the 11 February 2004, the following rates shall apply: -

	Ordinary	Casual
Effluent	\$17.47	\$20.97
Garbage	\$19.11	\$22.93

#### **15. Not to Be Used as a Precedent**

This agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other operations of Cleanaway.

#### **16. Signatories to the Agreement**

Signed for and on behalf of Cleanaway (Northern NSW) (a division of Brambles Australia Limited)

\_\_\_\_\_  
Area Manager

\_\_\_\_\_  
Date

Signed for and on behalf of the

Transport Workers' Union of  
Australia (New South Wales Branch)

\_\_\_\_\_  
TWU Secretary/Treasurer

\_\_\_\_\_  
Date