

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA98/89**

**TITLE: HBL/TWU Seven Hills Transfer Station Employees  
Enterprise Agreement**

**I.R.C. NO: 98/158**

**DATE APPROVED/COMMENCEMENT: Approved 28 January 1998 and commenced 8 August 1997**

**TERM: Expires 8 August 1998**

**NEW AGREEMENT OR  
VARIATION: New. Replaces EA 279/94**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 6**

**COVERAGE/DESCRIPTION OF  
EMPLOYEES: Transfer Station Operator and Maintenance Fitter**

**PARTIES: Heggies Bulkhaul Limited -&- Transport Workers' Union of Australia, New South Wales Branch**



## Seven Hills Enterprise Agreement

### 1 Parties to this agreement

This enterprise agreement entered into on the \_\_\_\_\_ between Heggies Bulkhaul Limited (the company) and the Transport Workers Union of NSW on behalf of the employees of the Seven Hills Transfer Station within the occupations of Transfer Station Operator and Maintenance Fitter on the other part.

### 2 Title of agreement

The agreement shall be known as the "HBL/ TWU Seven Hills Transfer Station Employees Enterprise Agreement"

Registered  
Enterprise Agreement

Industrial Registrar

### 3 Intention

The agreement shall apply only to those employees in the occupations identified and engaged by the company at its operation located at :- The Waste Recycling and Processing Service of NSW, Seven Hills Transfer Station, located at Powers Road Seven Hills NSW.

### 4 Duress

The parties to this agreement agree that agreement has been reached through consultation and consensus and decided upon by secret ballot of the employees present, without duress by any party.

### 5 Incidence and Duration

The agreement shall regulate the terms and conditions of employment previously regulated by the Waste Collection and Recycling (State) Award and where this document is silent the above award will apply.

The agreement shall operate from the date of signing and shall remain in force for a period of one year from that date.

### 6 Hours of Work

*(Refer to attachment "A")*

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

The agreed days of work and commencement times per day may be changed by agreement between the parties or in accordance with the award.

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

#### 7 **Wage Rates**

The rates to apply from the 10th March 1997 are as follows:

Transfer Station Operator (includes Cleaners and Security)	\$524.08
Maintenance Fitter	\$590.91



The above rates are 2 1/2 percent above the award and the company agrees to maintain that margin for the life of this agreement.

#### 8 **Rostered Work days**

The following are the work cycles applicable to site Operators/ Cleaners/ Security

Group 1	Monday to Friday 8.00am - 4.30pm
Group 2	Monday to Thursday 6.00 - 4.30 PM
Group 3	Friday 6.00 am- 4.30- PM Saturday to Sunday 8.00 am- 4.30 PM
Group 4	Saturday to Sunday 6.00 am- 6.00 PM
Group 5	Monday to Friday 9.30 PM- 6.00am
Group 6	Monday to Friday 2.00 pm-10.30 PM
Group 7	Saturday to Sunday 6.00 PM - 6.00 am

#### 9 **Allowances**

The only allowances applicable to this agreement are as follows:

Meal	\$7.50 per day
First Aid	\$2.16 per day
Disability	\$21.60 per week
In lieu of additional weeks sick pay	\$9.30 per week
Shift Loading	20%

The above allowances are to increase on line with movements in the award.

#### 10 **Junior Employees**

Junior employees employed under this agreement will be paid the following percentages of the Operators rate.

<b>Years of age</b>	<b>Percentage</b>
16	60
17	70
18	80
19	90
20	Adult rate



## 11 **Casual Hire Employees**

Casual employees shall be engaged by the hour and irrespective of hours worked shall be paid a minimum of four (4) hours for each period of engagement.

A casual employee will receive the hourly rate appropriate to the classification employed as and in addition an allowance of 20% on all hours worked. This allowance shall be in lieu of sick leave public holidays annual leave and long service leave.

There shall be no ratio of casual employees to weekly hire employees. The use of casuals on a four hour basis is permitted but not to the detriment of the permanent employee to earn overtime, all other conditions for hiring casual employees are to be in accordance with the award.

## 12 **Annual Leave**

All permanent weekly hire employees or permanent part time employees shall be entitled to four weeks annual leave in accordance with the Annual leave Act.

Each employee shall be entitled to an annual leave loading of 25%, provided such leave loading shall only apply to annual leave taken after the anniversary date each year.

Annual Leave loading is not applicable to pro-rate annual leave.

## 13 **Overtime**

Overtime shall be paid on hours worked in excess of 38 hours per week with no agreed minimum. For the purpose of overtime the ordinary hourly rate shall be 1/38 th of the classification rate prescribed in clause 7.

Overtime shall be paid at the rate of 1.5 times the ordinary hourly rate, for all hours worked. or at the ordinary hourly rate , which ever is the greater. The Company also agrees to give permanent employees first right of refusal in regard to overtime.

## 14 **Public Holidays**

The public holidays will be as per the award with the payment to be time and one half for all hours worked in addition to the ordinary hours payment for the day.

Casual employees shall be paid two and a half times the normal rate for all hours worked with no minimum.

Any employee who is not rostered to work on a public holiday will not be paid for that day.



## 15 **Training**

The parties acknowledge that the company reserves the right to select employees to undergo training or further training and the times of such training.

Employees who consistently fail to co-operate in matters of training or disregard requests to undertake training may be terminated at the discretion of the company.

## 16 **Medical Examinations**

The company will require any prospective employee to undertake a medical examination by a qualified and practicing medical practitioner prior to the company offering employment.

Current employees will be required to undertake medical examinations by a qualified and practicing medical practitioner at the companies request from time to time.

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

## 17 **Industrial Disputes and Grievance Procedure**

As per the Waste Collection and Recycling Award.

## 18 **Wage Rate Adjustments**

The wage rates as set out in clause seven (7) of this agreement will only vary by the percentage movements in the Waste Collection and Recycling Award with reference to the following classifications

Operator/ Cleaner/ Security as per Classification B1

Fitter as per Classification B5

## 19 **Sick Leave**

Sick leave entitlements are 38 hours for the first year of service and 76 hours for each subsequent year.

The employee is to provide medical proof of absences to the employer in the event of a dispute over payment.

Accumulated sick leave is not payable on termination.



**20 Uniforms**

Uniforms will be supplied to all full time employees without cost.

**21 Saturday and Sunday Work.**

The provisions of Clause 12 of the Waste Collection and Recycling Award covering Saturday and Sunday work does not apply to this agreement except for sub clause (111) of that clause which covers the payment for work performed on Easter Sunday.

**22 Easter Saturday / Union Membership Payment.**

All full time employees employed as at the 31st January each year will have their annual union membership paid by the company. However, in return for that payment the employees agree to forgo the payment of the Easter Saturday Picnic Day.

**23 Right to Review**

If within the term of this agreement the TWU negotiate with HBL a wage increase as part of their 5+5 campaign, the agreed pay increase shall flow onto the employees party to this agreement. The parties to this agreement agree to review the document in the event that there may be differences in working conditions negotiated as part of any 5+5 agreement between the parties.

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The above terms and conditions have been agreed to by the management of the Seven Hills Waste Site and the Transport Workers Union representing the employees at the site.

**For and on behalf of the Transport Workers Union**

*Steve Dunbar*  
..... Secretary  
Signature

**For and on behalf of Heggies Bulkhaul Limited**

*Keith Dunbar*  
..... Manager  
Signature

*Neville Hoskin*  
..... Witness  
Signature

Name:

*Keith Dunbar*

*Neville Hoskin*  
Name:

Attachment "A"



**HEGGIES  
BULKHAUL**

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2-3-1998

The Industrial Relations Commission of NSW  
50 Phillip Street  
Sydney  
Attn: Ms Jacki Sharman



**RE: Matter No IRC 158 of 1998**

Further to our phone conversation of the 12th February 1998, I have spoken to Monique Driver the organiser representing the Transport Workers Union of NSW and the employees at the Seven Hills Waste Station.

I have indicated to her the need to clarify the intent of Clause 6 (Hours of Work) of the Enterprise Agreement, given the confusion of the 12 hour shifts.

We have agreed on the amended clause that appears below and both parties would be happy for it to replace the existing clause. Monique can be contacted on 0417 264115 if you need to confirm agreement of the change.

\* **Clause 6 Hours of Work**

The ordinary hours of work shall be an average of 38 hours per week (exclusive) of a thirty minute meal break) and shall not exceed 12 hours per day.

The agreed days of work and commencement times per day may be changed by agreement between the parties or in accordance with the award.

The agreed days of work shall be up to any five days in seven and there shall not be any days of known as RDO's.

A copy of this letter will be forwarded to the Transport Workers Union for their records. If you have other queries please do not hesitate to call.

Yours Faithfully,  
For Heggies Bulkhaul Limited

Neville Hoskin  
Human Resources Manager

*Replacement clause approved  
by consent in chambers 3/3/98*