

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/255**

**TITLE: Heggies Bulkhaul Ltd/TWU Seven Hills Transfer Station  
Employees Enterprise Agreement**

**I.R.C. NO: 2001/5277**

**DATE APPROVED/COMMENCEMENT: 15 August 2001/15 August 2000**

**TERM: 16 Months**

**NEW AGREEMENT OR  
VARIATION: New Replaces EA98/89**

**GAZETTAL REFERENCE: 7 September 2001**

**DATE TERMINATED:**

**NUMBER OF PAGES: 7**

**COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees engaged  
under Transport Industry Waste Collection and Recycling State Award**

**PARTIES: Heggies Bulkhaul Limited -&- New South Wales Road Transport Association  
Inc**

## Seven Hills Enterprise Agreement

### 1 Parties to this agreement

This enterprise agreement entered into on the 15th day of September 2000 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 occupation 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.

### 3 Intention

The agreement shall apply only to those employees in the occupations identified and engaged at the company's site known as the Seven Hills Transfer Station located at Powers Road Seven Hills



### 4 Duress

The parties to this agreement agree that resolution has been reached through consultation 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 agreement is silent the above award will apply.

The agreement shall operate from the date of signing and shall remain in force until the 1st December 2002.

### 6 Hours of Work

The ordinary hours of work shall be an average of 38 hours per week (exclusive of a 30 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 (5) days in seven (7) and there shall not be any days off known as RDO's.



**7 Wage Rates**  
The rates of pay to employees are set out in Schedule 1.

**8 Rostered Work days**  
The following are the work cycles applicable to the site

Group 1	Monday to Friday 8.00 AM - 4.30 PM
Group 2	Monday to Thursday 6.00AM - 4.30 PM
Group 3	Friday, Saturday, Sunday 6AM - 4.30 PM (FRI) 8.00 AM - 5.30 PM (Sat & Sun)
Group 4	Saturday & Sunday 6.00AM - 6.00 PM
Group 5	Monday to Friday 9.30 PM - 6.00 AM
Group 6	Monday to Friday 2.00 PM - 10.30 PM
Group 7	Saturday & Sunday 6.00 PM - 6.00 AM

**9 Allowances**  
The only allowances that apply to this agreement are those as follows:

**9.1 Meal** An employee required to work more than 3 hours overtime shall be allowed a paid crib break of 20 minutes and receive a meal allowance of \$7.75

**9.2 First Aid** Any employee who holds a current first aid certificate will be paid a first aid allowance of \$2.35 per day.

**9.3 Shift Loading** A shift loading of 20 % will apply to those employees who are part of groups 5 and 7.

**9.4 Disability and payment in lieu of additional weeks sick leave**  
A disability allowance of \$23.40 and a payment of \$9.80 in lieu of a additional weeks sick leave are included in the wage rates shown in Point 7.

**10 Junior Employees**  
Junior employees employed under this agreement will be paid the following percentages of the operators rate.

Yrs of age	Percentage
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 under and in addition shall be paid a casual loading of 20% on all hours worked. The loading shown shall be in lieu of long service, sick, annual and public holidays and shall be full compensation for the casual nature of the employment.

There shall be no ratio of casuals to full time employees. Permanent employees are to be given first right of refusal for overtime.



## 12 Annual Leave

All permanent employees shall be entitled to four weeks annual leave. Each employee shall be entitled to 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 - rater 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/ 38th of the classification rate prescribed in clause 7.

Overtime shall be paid at the rate of 1.5 times the ordinary rate for all hours worked or at the ordinary hourly rate which ever is the greater.

## 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. However, in the event that Christmas Day, Boxing Day, New Years Day, Australia Day or Anzac Day fall on a weekend and the Government of the day proclaim an additional day as the public holiday than the employee who was required to work on the original day will be paid an additional days pay as a public holiday. If Easter Saturday is proclaimed a public holiday it will only apply to employees required to work that day as part of their standard roster and the payment will be as expressed above.

## 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. The company supports the training of two employees to act as site safety officers, training of these two employees will be provided by the companies Safety and Training Manager.

Additionally the company commits to the ongoing responsibilities of occupational health and safety.

## 16 Medical Examinations

The company will require any prospective employee to undergo 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 alternative duties are available, or terminated. The results of all medical examinations 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**

Three percent to apply from Monday 18th September 2000, An additional three percent to apply from the first full pay period on or after the 1st September 2001 and a third and final increase of three percent to apply from the 1st September 2002. The last increase is conditional upon the workforce agreeing to and achieving a set of KPI which will operate between the period September 2001 and September 2002. The KPI's appear as schedule 2 in this agreement.

**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 paid out on termination, retirement or resignation.

**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 of work performed on Easter Sunday,

**22 Union Meetings**

The company will for one employee to attend union meetings to a maximum of four times per year when that employee is rostered of subject to that employee clocking on and clocking of as well as paying reasonable attendance time for one additional employee to attend during work hours. The payment for the employee who is working is conditional on that employee commencing his/ her shift and returning to the site at the completion of the meeting. Prior notice of attendance is required to ensure payment.

**23 Yard Meetings**

The company will pay all employees who attend and sign a register of attendance one hours pay at ordinary time for yard meetings to a maximum of four per year.

Registered Agreement  
Industrial Registrar





**24 Trade Union Training**

The company will allow two employee to attend trade union training courses to a maximum of three days per calendar year. Payment will be 7.6 hours per day at ordinary time with only one employee permitted to attend at any one time. Prior advise is required to ensure payment.

**25 Income Protection**

The company will contribute to a income protection scheme for all full time employees covered by this agreement.

**26 Depot hand in Training**

All new starters (except for employees covered by the fitter classification) from the date of this agreement will commence their employment in the classification of Depot hand in training. This classification will remain for a period of three months. If the employee is assessed as competent in the full range of operator skills within that time than reclassification to the higher grade can occur. Wage rates during this training term are indicated on schedule 1, other conditions of employment will be as per this agreement.

**27 Union Picnic Day**

All full time employees employed as at the 31st January each year will have their 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.

For and on behalf of the Transport Workers Union of NSW

State Secretary

For and on behalf of Heggies Bulkhaul Limited

Manager

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Divisional Manager





**Schedule 1**

**Wage Rates**

	<b>Operator</b>	
<b>1 st September 2000</b>	<b>1st September 2001</b>	<b>1st September 2002</b>
Base	\$ 544.10	\$544.10
Dis	\$23.40	\$23.40
Sick	\$9.80	\$9.80
<b>Total</b>	<b>\$ 577.30</b>	<b>\$577.30</b>
2 ½	\$ 15.35	\$15.35
3 %	\$ 17.75	\$17.75
3 %	\$17.36	\$17.36
3 %		\$18.84
<b>Total</b>	<b>\$610.40</b>	<b>\$646.60</b>

**Station Hand**

<b>1st September 2000</b>	<b>1st September 2001</b>	<b>1st September 2002</b>
Base	\$471.30	\$471.30
Dis	\$23.40	\$23.40
Sick	\$9.80	\$9.80
<b>Total</b>	<b>\$504.50</b>	<b>\$504.50</b>
2 ½	\$12.61	\$12.61
3 %	\$15.51	\$15.51
3 %	\$15.98	\$15.98
3 %		\$16.46
<b>Total</b>	<b>\$532.62</b>	<b>\$565.06</b>

**Fitter**

<b>1st September</b>	<b>1st September 2001</b>	<b>1st September 2002</b>
Base	\$617.80	\$617.80
Dis	\$23.40	\$23.40
Sick	\$9.80	\$9.80
<b>Total</b>	<b>\$651.00</b>	<b>\$651.00</b>
2 ½	\$16.27	\$16.27
3 %	\$20.02	\$20.02
3 %	\$20.62	\$20.62
3 %		\$21.24
<b>Total</b>	<b>\$687.29</b>	<b>\$729.15</b>



### **KPI Agreement**

For the wage increases to apply to the period September 2002/ 03, agreement has been reached on the following KPI procedure.

For the period September 2001 to September 2002 the following objectives must be met.

**1 Glass contamination:** Given that all keys to the glass recycling area is controlled by the employees and therefore the public do not have the ability to contaminate the product zero contamination is to be achieved.

**2 Steel recovery:** All employees are to continue with the current practises of steel recovery from the pit area. In addition direction of the public to the steel bins must be maintained.

Management will provide to the union feedback in the event that problems occur in any of the above areas. This will ensure that both parties have ample opportunity to correct any procedural problems.

