

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/46

**TITLE:** **Cleanaway (Unanderra) Agreement 2003**

**I.R.C. NO:** IRC3/7096

**DATE APPROVED/COMMENCEMENT:** 22 December 2003/1 February 2003

**TERM:** 1 February 2006

**NEW AGREEMENT OR  
VARIATION:** Replaces EA01/257

**GAZETTAL REFERENCE:** 5 March 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 15

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Cleanaway, an operating division of Brambles Australia Limited, with respect to the Unanderra depot located at Lot 3, Berkeley Rd, Unanderra NSW, covering employees engaged in the work and classifications of Industrial Drivers, Wollongong City Council Green Waste Drivers and Mechanics, who fall within the coverage of the Transport Industry Trade Waste Award and the Metal, Engineering and Associated Industries (State) Award

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

# CLEANAWAY (UNANDERRA) AGREEMENT 2003

## 1.0 Title

This Agreement shall be referred to as the Cleanaway (Unanderra) Agreement 2003.

## 2.0 Arrangement

### Part 1 - Application & Operation

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Commencement Date of Agreement & Period of Operation
4.	Parties Bound
5.	Coverage of Agreement

### Part 2 - Communication, Consultation & Dispute Resolution

6.	Agreement Objectives
7.	Consultative Process
8.	Dispute Settlement Procedure

### Part 3 - Company & Employees Duties, Employment Relationship & Related Arrangements

9.	Contract of Employment
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### Part 4 - Productivity Improvement & Work Practices

10.	Productivity Improvements
11.	Work Practices
12.	Training
13.	Absenteeism
14.	Occupational Health, Safety & Environment
15.	Quality Assurance

### Part 5 - Wages & Related Matters

16.	Classifications & Wage Rates
17.	No Extra Claims
18.	Income Protection Insurance

### Part 6 - Hours Of Work, Breaks, Overtime, Shift Work, Weekend Work

19.	Hours of Work
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### Part 7 - Signatories To The Agreement

#### Appendix A - Performance Management Guidelines

## 3.0 Commencement Date of Agreement & Period of Operation

This Agreement shall operate from 1st February 2003 shall remain in force for a period of three (3) years.

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, an operating division of Brambles Australia Limited (the Company) with respect to employees of Cleanaway Unanderra Depot, performing work under the scope of the Transport Industry Trade Waste Award (both Industrial Drivers and Wollongong City Council Green waste Drivers) and the Metal, Engineering and Associated Industries (State) Award in respect of Mechanics.

#### **5.0 Coverage of Agreement**

- 5.1 This Agreement applies to employees operating out of the Cleanaway Unanderra depot, located at Lot 3, Berkeley Road, Unanderra,
- 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.

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

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

#### **6.0 Agreement Objectives**

This Agreement has twin objectives. The first is to promote the Mission and Values of Brambles in the workplace. The second is developing Cleanaway as a successful and customer focussed Company while rewarding employees for their contribution.

##### **6.1 Brambles Mission And Values**

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

To be the world's leading provider of innovative business solutions in support services

To use our outsourcing expertise to add exceptional value in the eyes of our customers

To create superior shareholder value through our people and their enterprising spirit.

To pursue our Mission, the conduct of all Brambles employees must be guided by our shared Values:

All things begin with the customer

We believe in people and teamwork

We have a passion for success

Always acting with integrity and respect for the community and the environment.

To achieve the Mission and work with the Values we must comply with the regulatory framework in each country where Brambles operates and maintain high standards of honesty and fair dealing.

You are expected to conduct your business so as to enhance the reputation of Cleanaway and Brambles.

##### **6.2 Profitability Increase Through Productivity Improvements**

Cleanaway is committed to remaining a successful, efficient and customer focussed Waste Management 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

Up 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 comprised of management representatives, and 2 drivers and 1 workshop employee will meet quarterly or additionally as required to review progress of the EBA initiatives & discuss improvements in productivity.

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 On commencement of employment with the Company all employees will be required to undergo and successfully complete an induction program prescribed by the Company and where required, the client. The union delegate will be afforded time to speak to the new employee during the induction period.

- 7.4 Communication

To achieve continuous improvement and for this Agreement to succeed, Cleanaway Unanderra and its employees need to promote more effective two-way communication between employees, teams and management.

The key commitments to Communication are:

- (a) Every person is encouraged to approach their direct Supervisor, the Operations Manager or the Depot Manager on any matter that is of concern to them; however the protocol would be that the direct supervisor is approached in the first instance.
- (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) Review of the EBA KPIs & updates of KPI performance through the Consultative Committee
- (c) Feedback on key business drivers;
- (d) Quarterly briefing on company performance;
- (e) Better two-way/telephone communication system on site available for all to use;
- (f) 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 sub clause 8.3, it is specifically acknowledged by the parties that failure to comply with the Dispute Settlement Procedure will remove from Cleanaway 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 Their immediate Supervisor.

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

8.2.3 If the matter cannot be resolved within the steps identified in sub clause 8.2.2, discussions involving the State Secretary/Union Organiser, Regional Manager and relevant Company officials shall take place.

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'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 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 the Cleanaway Unanderra 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 With the exception of disciplinary issues the circumstances that 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.

## 8.7 Conflict Of Interest

Employees agree that, during the term of their employment, they will not, without the prior written consent of the Company, enter the service of, or be employed in any capacity for any purpose whatsoever, by any person, firm or company or will not be engaged or interested in any undertaking or carrying on of any business of a similar nature to, or competing with, the Company's business or interests.

Employees undertake to spend such times as is necessary to attend to the Company's business and shall use their best endeavours to improve and extend the business of the Company at all times and to faithfully and honestly discharge their duties.

## **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 a minimum of 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 Unanderra shall count towards the probationary period when a casual employee is 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 undertaken during work time and the Company shall meet all costs. Such medical examinations shall not be used to terminate an employee's employment unless the medical assessment deems an employee unfit to perform the duties for which the employee is employed to perform.

9.3.2 The outcome of medical examinations will not be used to the detriment or prejudice of an employee's career prospects or earning capacity unless the medical assessment recommends otherwise on the basis of the employee's fitness to perform the duties for which they were employed to perform.

9.3.3 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 The Company 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 The Company 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. 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 two (2) working days without the approval of the Company and without notification to the Company shall be prima facie evidence that the employee has abandoned their employment.

9.5.2 Provided that if within a period of 3 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 the Company 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 the Company, 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 consideration amongst other factors.

## 9.7 Disciplinary procedures

Refer to Appendix A for details of the Performance Management Guidelines

## 9.8 Redundancy

### (a) Redundancy Defined

Redundancy occurs where the Company decides that it no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour. It refers to the job becoming redundant and results in the termination of the employment of the employee for reasons other than the personal act of the employee.

Where an employee is offered and accepts alternate employment, or employment with a successive contractor, then such transfer of employment shall not constitute a redundancy.

### (b) Severance Entitlement

An amount equivalent to three weeks ordinary time earnings shall be payable for each completed year of service.

### (c) Maximum entitlement

The maximum entitlement payable shall be fifty two weeks inclusive of the notice period.

## 9.9 Continuity of Deductions

Cleanaway will continue to make employee deductions up to a maximum of 4 deductions in any pay period.

# **PART 4 - PRODUCTIVITY IMPROVEMENT AND WORK PRACTICES**

## **10.0 Productivity Improvements**

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

It is imperative that continuous improvement in the quality of Cleanaway 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 customers.
- 10.2 All employees will seek continuous improvement in the quality of service provided to customers.
- 10.3 All drivers will perform daily inspections (pre shift & post shift) in the form of DVR's (Daily Vehicle Reports). This clause shall be read in accordance with the standard procedure for "Filling out DVR's". Failure to do so will result in disciplinary action.
- 10.4 All employees will seek to reduce the number of customer complaints & credit notes. This requires paperwork such as run sheets to be filled out promptly & accurately.

### **11.0 Work Practices**

All employees will need to be involved in teams, be flexible and eliminate any unnecessary barriers that impede the achievement of Cleanaway's 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.
- 11.2 All employees will attempt to ensure that working patterns and arrangements enhance the flexibility and the efficiency of Cleanaway.
- 11.3 All employees will seek to become multi-skilled in various systems of work such as Front-Lift, Side-Arm (Green waste), Bulk (RoRo and LoLo) and Liquid vehicles.
- 11.4 All employees will use new technology, where applicable, provided that where new equipment and or technology are 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.
- 11.5 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 the Vehicle Workshop, Customer Service / Operations promptly.

Drivers will eliminate unofficial breaks such as smoke breaks. Normal disciplinary procedure will apply as per the Performance Management Guidelines in Appendix A;

Employees are required to collect cash and cheques from clients and issue receipts for payment.



#### Repair of Mobile Garbage Bins:

Bins are to be repaired within the capability of the operator. All repairs and replacements are to be accurately recorded. Operators are to ensure that components required to carry out repairs are carried within the vehicle and restocked as necessary.

#### Collection and Presentation:

Employees are to ensure that MGB's are left in an upright position with lids closed and in the same location from where collected. Any spillages are to be cleaned up.

#### Basic Maintenance all vehicles:

Provided that the relevant training has been undertaken, operators shall perform minor maintenance on vehicles and equipment of a non specialised nature e.g. clean out cabins of vehicles daily (at the conclusion of each shift).

Clean the under cabin and chassis of vehicles

Washing of trucks

Re-loading of bins where applicable

Check and change light fittings

Basic greasing of vehicles

Refuel vehicles at the conclusion of each shift

Check oil and water levels at commencement of shift.

Other basic maintenance as requested

Operators shall complete pre and post shift Daily Vehicle Reports.

#### Owner Drivers:

The company will subcontract some of the systems to Owner Drivers. Employees shall support the introduction of Owner Drivers.

## **12. Training**

The key commitments to Training are as follows:

12.1 All employees are to commit to undertaking training to a level acceptable to the Company to enable them to become competent in operating all equipment utilised by the Company. To meet customers' expectations Cleanaway 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 the Company 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. Hazard management
- iv. Environmental Safety

- v. Emergency Management
  - vi. Codes of behaviour
  - vii. Brambles Australia Limited and Cleanaway policies
  - viii. Training in Customer Service awareness;
  - ix. Information technology (IT) and
  - x. Induction training including OHS&E and training in industrial agreements. This shall include introduction to the Union delegate.
- 12.2 Training provided by Cleanaway 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 A qualified person shall conduct driver Assessor Training (DAT). Any employee, including the DAT representative, can be utilised to familiarise new employees in systems. The employee also agrees to undertake performance appraisals, if and when introduced by the Company. In the event of a road incident of any nature, the Company may bring in an external driver trainer for a driver to be assessed.
- 12.4 After reading the Drivers Manual, drivers are to sign off that they have read and understood the manual. The driver's manual is to be reviewed there after on an annual basis and signed off on each occasion.
- 12.5 Union Delegate training - The elected union delegate and co delegate will have the opportunity to undertake union training that will not exceed ten days per annum unless mutually agreed to by the parties. Access to increased training will not be unreasonably withheld although it will be limited to one union delegate per year.
- 12.6. Blue Card - Cleanaway recognises the value of accredited training for drivers. Cleanaway will train and issue all Drivers who have completed the appropriate level of training a Blue Card, which will record the level of training achieved.

### **13. Absenteeism**

The profitability of Cleanaway is affected 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 days 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 only to take 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 "cashed-in".

If the Sick Leave is not "cashed-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 31 March 2003. That is, the first time employees would be able to cash-in Sick Leave is on the 1st April 2003, 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".

Sick Leave will not be paid out on termination of employment.

#### **14. Occupational Health, Safety and Environment**

Cleanaway and its employees dedicate themselves to continual improvement in maintaining and enhancing Cleanaway'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's Health & Safety policies (including Alcohol and Smoking) 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 Industrial 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 replaced on a fair wear and tear basis on presentation of the article to be replaced.

## PART 5 - WAGES & RELATED MATTERS

### 16.0 Classifications & Wage Rates

16.1 The following weekly base rates shall apply during the life of this Agreement, from the first full pay period on or after:

**Table A**

Grade	4 Front Lift, Bulk, Green waste Drivers and Mechanics	6 Liquid Tanker Drivers and WWTP Operator
Current Weekly Base Rate	\$697.54	\$719.43
1 July 2003	\$711.49	\$733.81
1 January 2004	\$725.72	\$748.49
1 July 2004	\$740.23	\$763.46
1 January 2005	\$755.04	\$778.73
1 July 2005	\$770.14	\$794.31
1 January 2006	\$785.54	\$810.19

Table A reflects a 2% increase, compounding, every 6 months from 1 July 2003.

#### 16.2 Productivity Scheme

Permanent employees may receive bonus payments specified below based on achievement of certain targets as detailed below:

##### Definitions

**Equipment Damage** Cost to fix damage caused by incidents where Cleanaway's driver is at fault. This includes third party and Cleanaway Equipment damage costs.

##### Productivity Targets

The Productivity scheme will apply as follows:

Target	Target Level 1 July 2003	Target Level 1 July 2004	Target Level 1 July 2005	Target Level 1 July 2006
Average Equipment Damage per Driver	\$2800 PA	\$2100 PA (25%)	\$1890 PA (10%)	\$1701 PA (10%)

The following format will apply:

**Year 1** The target results will be measured quarterly. If the quarterly target is met, a bonus payment of ¼% of base salary will be paid each quarter. This will be a gross payment.

**Year 2** The target results will be measured after 6 months. If at this time the actual year equipment damage is less than 50% of the annual target then the base salary will increase by 0.5%. If at this time the target is not met, the option for base increase will be deferred until the annual target is measured. If at the end of the the annual target is met, an increase of 0.5% will be applied to the base salary, plus the 0.5% from the 6 monthly review if it was deferred.

Year 3                      The target results will be measured after 6 months. If at this time the actual equipment damage is less than 50% of the annual target then the base salary will increase by 0.5%. If at this time the target is not met, the option for base increase will be deferred until the annual target is measured. If at the end of the year the annual target is met, an increase of 0.5% will be applied to the base salary, plus the 0.5% from the 6 monthly review if it was deferred.

In the event that the annual target is not met at the end of each year, the target will remain set at the same level for the next year.

#### 16.4 Payment of Wages

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

#### 16.5 Superannuation

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

TWU Super Fund, or

Brambles Superannuation Plan of the Mercer Super Trust

### **17.0 No Extra Claims**

It is agreed by the parties to this agreement that:

- (a) any wage movements arising during the life of this Agreement from State Wage Case decisions shall be absorbed against the wages set out in this Agreement
- (b) up to the nominal expiry date, the union and employees will not pursue any extra claims relating to wages or conditions of employment whether dealt with in the agreement or not; and
- (c) up to the nominal expiry date, the union and employees will not take any form of industrial action.

### **18.0 Income Protection Insurance**

18.1 Cleanaway will pay for Income Protection Insurance (capped at 1.5% of gross wages) for the life of this Agreement from the date of signature.

18.2 For those employees of Cleanaway who have pre-existing Income Protection Insurance and pre-existing claims, Cleanaway will pay 1.5% of wages to AON 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 completes 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 AON and transfer to the company chosen fund.

Cleanaway will either pay the 1.5% in the Income Protection Fund or add it to the base wage as a one off increase. All employees as a group must agree to one option or the other, no individual arrangements will be made.

18.3 The Company will have no responsibility whatsoever with respect to the scheme's operation. Any changes to the scheme, including but not limited to, a change in coverage or increased cost shall be met by the employee.

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

### **19.0 Hours of Work**

The ordinary hours of work shall not exceed 8 hours per day, exclusive of meal breaks and shall be worked between the hours of 6.00am to 7:00pm, which meets the requirement for Cleanaway to provide viable services to satisfy customer needs.

#### **19.1 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 the Company. 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.

#### **19.2 Starting time**

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

#### **19.3 Shift Changes - Short Period**

Both parties recognise that to be competitive in the market Cleanaway's workforce needs to continue to be flexible and to 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.

#### **19.4 RDO's and Allowances**

All RDO's will be taken to satisfy operational requirements and may be taken in blocks of a maximum of five days on any occasion.

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

## **PART 7 - SIGNATORIES TO THE AGREEMENT**

<b>Signed for and on behalf of the Transport Workers Union, NSW Branch:</b>	
Signature:	
Name in full (printed):	Richard Olsen
Position:	Sub-branch Secretary
Date:	26-11-03

<b>Witnessed for and on behalf of the Transport Workers Union, NSW Branch:</b>	
Signature:	
Name in full (printed):	Anthony Sheldon
Position:	State Secretary
Date:	26-11-03

<b>Signed for and on behalf of Cleanaway, an operating Division of Brambles Australia Limited:</b>	
Signature:	
Name in full (printed):	David Smith
Position:	Wollongong Depot Manager
Date:	4.12.03

Witnessed for and on behalf of Cleanaway, an operating Division of Brambles Australia Limited:	
Signature:	
Name in full (printed):	Burt Kemmorling
Position:	Supervisor
Date:	4-12-03

## **APPENDIX A**

### **PERFORMANCE MANAGEMENT GUIDELINES:**

1. Aims

This Performance Management Guidelines aims to provide a system for identifying and maintaining acceptable employee behaviour and rectifying persistent poor work performance in a positive way by:

Identifying to the employee behaviour that is unacceptable to Cleanaway.

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

Ensuring that where unacceptable behaviour or poor work performance persists, despite counselling 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 behaviour 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 covered under the Performance Management Guidelines.

For breaches of the Performance Management Guidelines all Cleanaway employees shall be subject to a process of:

Verbal warning/counselling;

Written warnings/training/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 may summarily terminate an employee's contract of employment.