

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/148

**TITLE: Thiess Services Pty Ltd Collection & Recycling  
Division, South Eastern Region, Commercial, Domestic and  
MRF Enterprise Agreement 2006-2008**

**I.R.C. NO:** IRC6/1735

**DATE APPROVED/COMMENCEMENT:** 24 March 2006 / 1 July 2006

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 14 April 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 29

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees of Thiess Services Pty Ltd., located at 43 Fourth Avenue, Blacktown NSW 2148, who are engaged to perform work under the contracts set out in clause 3.1 of this agreement, who fall within the coverage of the Transport Industry - Waste Collection and Recycling (State) Award and all employees of Thiess Service Illawarra Commercial Operations based in Illawarra who fall within the coverage of the Transport Industry - Trade Waste (State) Award.

**PARTIES:** Thiess Services Pty Limited -&- the Transport Workers' Union of New South Wales

**THIESS SERVICES PTY LTD**

**COLLECTION & RECYCLING DIVISION**  
**Commercial, Domestic and MRF**

**SOUTH EASTERN REGION**  
**ENTERPRISE AGREEMENT**

**2006-2008**

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### ***Statement of Intent:***

This document sets out the Agreement reached between the Transport Workers' Union of New South Wales and Thies Services Pty Ltd regarding the terms and conditions of employment for those Employees (the 'Employees') covered by the scope of this Agreement.

The Parties to this Agreement agree to be bound, to respect, and to abide by the matters addressed in this document for the duration of this Agreement.

## 1. **Title:**

This Agreement shall be known as the "Thiess Services Pty Ltd, Collection & Recycling Division, South Eastern Region, Commercial, Domestic and MRF , Enterprise Agreement 2006 – 2008".

## 2. **Parties:**

The Parties to this Agreement shall be:

- 2.1 Thiess Services Pty Ltd (ACN 010 725 247) Collection and Recycling Division, South Eastern Region (**the Company**), and
- 2.2 Transport Workers Union of New South Wales (**the Union**).

## 3. **Operation:**

- 3.1 This Agreement shall come into force on 1 July 2006, and remain in force until the 30 June 2008.

This Agreement shall apply to all of the Company's employees engaged to perform work pursuant to the *Transport Industry – Waste Collection and Recycling (State) Award* under the following contracts:

- i. *Wollongong City Council Domestic Waste Collection Contract;*
- ii. *Wollongong City Council Domestic Collection and Disposal of Recyclable Material (namely kerbside recyclable collection, and operation and processing of recyclable material at the Company's Materials Recycling Facility located at West Dapto).*
- iii. *Shellharbour City Council Domestic Waste Collection and;*
- iv. *Shellharbour City Council Domestic Recycling Collection.*

The Parties to this Agreement acknowledge that this Agreement is predicated on Thiess Services currently being the incumbent in relation to the aforementioned contracts.

- 3.2 In addition this Agreement shall apply to the Company's Illawarra Commercial Operations and its employees based in the Illawarra and engaged to perform work under the Transport Industry - Trade Waste (State) Award.
- 3.3 Each of the aforementioned contracts or operations working in the Illawarra Region stands alone and has its own operational requirements as set out in this Agreement.
- 3.4 The Parties agree to give effect to the matters contained in this Agreement in an enterprise agreement approved by the Industrial Relations Commission of New South Wales (**the "Enterprise Agreement"**).
- 3.5 In the event that, after the approval of the Enterprise Agreement, legislative changes render inoperative or invalid any or all of the provisions of the Enterprise Agreement,

the Parties agree to continue to apply those provisions rendered inoperative or invalid to the extent permitted by law and provided the continued application of those provisions does not have an adverse impact on the Company's competitiveness or the efficient or profitable operation of its business.

- 3.6 Where the terms and/or conditions of the Enterprise Agreement and the terms and/or conditions of the Award, or any other awards or agreements either state or federal are in conflict, the Enterprise Agreement shall, to the extent permitted by law, apply to the extent of any inconsistency.

#### **4. Wage Increases:**

It is agreed that throughout the life of this Agreement, the following wage increases shall apply for employees under this Agreement:

1<sup>st</sup> July 2006, 2% increase on the pay rate as at 30th June 2006  
1<sup>st</sup> January 2007, 1.5% increase on the pay rate as at 30<sup>th</sup> June 2006.

1<sup>st</sup> July 2007, 2% increase on the pay rate as at 30th June 2007  
1<sup>st</sup> January 2008, 1.5% increase on the pay rate as at 30<sup>th</sup> June 2007

#### **5. Probationary Period:**

Permanent employment will initially be on a six (6) month's probationary period, during which the performance will be assessed and discussed with the employee at the conclusion of first six (6) week period of employment. If prior to the expiration of the probationary period an employees' performance is regarded as unsatisfactory, the employment will be terminated with one week's notice from either party.

#### **6. Employment of Casuals:**

6.1 Employment of casual and part time employees shall be for a minimum of four hours for each start.

6.2 Casuals who are employed for a full day are to work eight (8) hours in lieu of seven point six hours (as per award) so they can accrue Roster Days Off (RDO).

#### **7. Overtime:**

7.1 The Company may, subject to agreement with an employee, grant time off in lieu of overtime worked by the employee on the basis that such time taken off in lieu shall be commensurate with the rate of pay which the employee would have been entitled to for time worked.

7.2 Overtime is to be worked and paid in 15 minute increments.

7.3 All overtime worked in excess of or outside the ordinary shift shall be overtime and shall be paid for at the rate of time and one-half for the first two (2) hours and double time thereafter, except on Sundays and Public Holidays. Sunday shall be paid for at the rate of double time.

## **8. Sick Leave:**

Employees are required to provide satisfactory evidence which will be, the provision of a doctor's certificate for absences of more than one day on any one occasion, and for single day absences exceeding four (4) days in any one year. An Employee must provide a statutory declaration made by the Employee in circumstances where it is not reasonably practicable for the Employee to give the Company a medical certificate.

## **9. Public Holidays & Picnic Days:**

Payment of Public Holidays and Picnic days will be as per the Transport Industry Waste Collection & Recycling (State) Award or Transport Industry - Trade Waste (State) Award, Payment will be at the Enterprise Agreement rate.

## **10. Training and Induction:**

Training and Induction will be carried out in accordance with the Transport Industry Waste Collection & Recycling (State) Award. In addition the Company will ensure that the Employees have successfully undertaken a Blue Card induction programme, subject to the following:

- i. Existing Employees shall be paid at their ordinary rate of pay for attendance at the Blue Card induction programme up to a maximum of four hours;
- ii. An inductee must have completed the Blue Card induction programme before commencement with Thiess Services; and
- iii. Where an inductee has not successfully completed the Blue Card induction programme, he/she shall be deemed *unsuitable for employment*.

## **11. Safety Bonus:**

11.1 Under the Safety Bonus Scheme a permanent employee will be eligible to a maximum payment of \$650 per annum free of tax. Employees will be measured and paid on a six (6) monthly basis. Periods will be from 1<sup>st</sup> July – 31<sup>st</sup> December and 1<sup>st</sup> January – 30<sup>th</sup> June each year.

11.2 Bonuses will be measured and paid to a permanent employee (as set out below) subject to an individual meeting criteria specified in Clause 11.3

11.3 Subject to the individual meeting the following criteria, an employee will be paid a safety bonus of \$150.00 after the first six (6) month period:

- No lost time injuries
- Active 8 Observations must exceed 3 per person for a six month period.
- No single at fault incident where the cost exceeds \$1,000.00 per incident.
- No notifiable Safety or Environmental breaches due to an

individual's action or non action.

The same criteria will apply to the second six (6) month period. The bonus payment of \$500.00 for the second six (6) month period will be paid provided that the criteria for the first six month period has also been met.

If the above criteria are not met, then the individual employee will forfeit the entitlement for that six (6) month period or twelve (12) month period, and the employee shall attend four hours safety and/or competency related training during the following twelve (12) month period in their own time, in blocks of either 2 or 4 hours, provided that the training programme is scheduled so as to avoid impacting on employee's rostered overtime, and that no employee is required to attend such a course on a weekend without their consent.

11.4 The bonus payment will be paid into each eligible employee's bank account and taxed as a bonus. In the event of any tax law changes each employee will receive no less than \$150.00 for a six (6) month period and no less than \$500.00 for a 12 month period subject to meeting the criteria set out in Clause 11.3. The amount of the safety bonus payment shall remain fixed for the term of the Enterprise Agreement.

## **12. Code of Conduct:**

An Employee is required to:

- 12.1 Conduct himself/herself in a civil and courteous manner at all times when performing his/her duties.
- 12.2 Ensure that whilst working he/ she should show no evidence of having consumed or partaken of alcohol or drugs of addiction, if so the Thiess Drug and Alcohol procedure will be enforced.
- 12.3 Ensure that any damage to any of the Company's equipment is promptly reported to management.
- 12.4 Ensure that all issued protective clothing and equipment is used only in relation to performing work, is maintained to a reasonable level with respect to cleanliness and minor repairs, and returned to the company in due course or on termination, in good order subject to fair wear and tear.

The Company regards protective clothing to be special items other than those provided for under relevant award provisions.

This clothing shall include but is not limited to gloves, waterproof coat, hat or cap or south wester for each employee required to work out of doors in wet weather.

If an employee is unable to produce the protective clothing, an amount equal to the value of the issue shall be deducted from any wages or monies due.

- 12.5 Safety footwear prescribed as protective equipment will be provided to an employee and is required to be worn at all working times by the employee.

- 12.6 Uniforms supplied to an employee by the Company are to be worn by an employee at all times whilst working (with sleeves left on). High visibility clothing shall not be obscured in any way.

A driver of a Company vehicle is required to:

- 12.7 Ensure that only employees or other persons authorised by management are to travel in the Company's vehicles;
- 12.8 Ensure that only those Employees authorised to drive the vehicles do so, and that the driver authorised and directed to be in charge of the vehicle does not hand over responsibility without approval from management; and
- 12.9 Notes and reports are submitted prior to concluding shifts of work reporting any defects of the vehicle or equipment requiring repair or adjustment.

### **13. Chain of Responsibility**

- 13.1 The Company will keep records containing details of the work it has contracted out including the name and address of the person or entity to whom the work has been contracted, the date the work was contracted, and a description of the work performed.
- 13.2 Work must only be contracted out in accordance with NSW Long Distance Truck Driver Fatigue Regulation 2005 and the Chain of Responsibility provisions identified in the NSW Road Transport (General) Act 2005.
- 13.3 The records referred to in (15.1), above, shall be available for inspection by an inspector or authorised representative in accordance with NSW Long Distance Truck Driver Fatigue Regulation 2005 and NSW Road Transport (General) Act 2005.
- 13.4 As part of its commitment to safe work practices the Company undertakes in respect of all transport workers, directly engaged by the Company, that a fatigue management plan is prepared for work performed by the Company.

### **14. Blood Donor's Leave:**

The Parties agree to the following in relation to the provision of Blood Donor's Leave, subject to advice regarding medical restrictions on driving following donation of blood. In the event that there are restrictions placed on an employee that would impact an employee's work for the following day (and any subsequent day) this clause shall not apply to the employees.

- 14.1 Subject to the remainder of this clause, in the case of an emergency, or where it is impracticable to donate blood outside of working hours, a weekly employee who is absent during ordinary rostered working hours for the purpose of donating blood shall not suffer any deduction of pay, up to a maximum of two hours on each occasion, and subject to a maximum of four separate absences for the purpose of donating blood each calendar year.

- 14.2 Provided that an employee taking leave referred to in paragraph 18.1, above, shall arrange for his or her absence to be no more than two hours from the end of his or her ordinary rostered working hours for that day.
- 14.3 Provided further that, where an employee seeks to donate blood in accordance with this clause on the basis that it is impracticable to donate outside rostered working hours, the employee shall provide the manager with at least forty eight hours notice of his or her intention to donate blood, and the reasons why it is impracticable outside of working hours. Permission to take such leave will be conditional on it being granted so as to not disrupt the daily work schedule.
- 14.4 Notwithstanding anything else contained in this clause, employees who are engaged at a site which arranges for blood donation to occur at the Company's place of work, whether inside working hours or not, at least once every six months, shall not be entitled to take blood donors leave, except in the case of emergency.
- 14.5 Notwithstanding anything contained in this clause, where medical restrictions are placed on an employee following the donation of blood which impact on an employee's capacity to perform their next rostered shift (or any subsequent rostered shifts), the employee shall not be entitled to take blood donor's leave.

### **15. Low Entry Vehicles:**

The Parties recognise that the Company does not presently utilise low entry vehicles. It has been agreed that, whilst in their current configuration, the Company will not utilise low entry vehicles in the normal course of undertaking domestic garbage and recycling collection services.

For the purposes of this clause, a "low entry vehicle" means a motor or other power propelled vehicle used in connection with the collection of domestic garbage that has a low curb-side operating platform upon which the driver performs driving and waste collection duties whilst in a standing position.

### **16. Volunteer Emergency Services Leave:**

The Parties agree to the following in relation to the provision of Voluntary Emergency Services Leave:

- 16.1 Subject to the remainder of this clause, an employee who is also a member of a recognised and accredited volunteer emergency service or bush fire brigade shall, where a natural disaster is declared, be entitled to take a leave of absence if they are required to attend an emergency during a period they would ordinarily be required to work.
- 16.2 Subject to an agreement between the individual employee concerned and management, such leave shall be deemed to be personal/carer's leave.
- 16.3 An employee shall only be entitled to an amount equivalent to one half of their sick leave accrual in any three-month period.

- 16.4 In order to become eligible to take such a leave of absence, the employee must notify the employer of the details of the service in which they are enlisted, their post and the contact details of their commanding officer. An employee who is a commanding officer of a distinct operational unit shall provide the Company with the contact details of their immediate superior.
- 16.5 Prior to taking such a leave of absence, the employee must state the nature of their leave of absence, including the location and purpose, as well as the expected duration and current contact details for their superior officer for the purpose of verification of such details.
- 16.6 An employee without sick leave entitlements shall not be eligible to take such a leave of absence, however, where an employee has accrued leave, the employee shall be entitled to use rostered days off, annual leave or long service leave, where applicable, at short notice, provided that the conditions of this clause are met.
- 16.7 The determination of the validity, or otherwise, of an employee's request to take such leave shall rest with the Company, who shall not unreasonably deny such a request.

## **17. Consultative Committee:**

- 17.1 A Consultative Committee, comprising an agreed number of employees and management representatives, shall be formed for each principal work-site of the Company to:
- 17.1.1 Identify measures necessary to give effect to the changes proposed by this Agreement.
- 17.1.2 Assist in the correct application of this Agreement, particularly in light of the provisions of the relevant Awards;
- 17.1.3 Review and recommend further measures to be considered for implementation consistent with the commitment of the Parties to bring about structural efficiency.
- 17.2 The Consultative Committee shall meet on an agreed basis, and shall conduct affairs pursuant to a charter devised and implemented for that purpose. Such Charter shall be agreed between the Company and the Union, providing for, as a minimum:
- The training of committee members;
  - The frequency of meetings to suit the requirements of respective workplaces;
- 17.3 Employees attending consultative committee meetings shall be paid for such time as if it were time worked.

## **18. Yard Agreement:**

From time to time, it may be necessary to negotiate yard agreements to accommodate changes to existing head contract requirements. Where the Company identifies the need for such an agreement, the Employees will participate in meaningful discussions with management for the purpose of determining appropriate mechanisms to improve and enhance the competitiveness of the Company with respect to re-tenders and/or existing operations.

For the purpose of this clause, a "head contract" refers to any contract outlined in clause 3.1 which includes the provision of services which, if performed by an employee, would be governed by the *Transport Industry – Waste Collection & Recycling (State) Award*– Current Yard agreements in relation to the contracts set out in Clause 3.1 are attached at Appendices A, B, C, D, & E respectively.

The current Yard Agreement in relation to the Illawarra Commercial Operations is attached at Appendix F.

## **19. Disciplinary Procedure:**

### **19.1 Counselling and Disciplinary Procedure**

This procedure is to be followed for all disciplinary cases, for cases of unsatisfactory performance or conduct, or for breaches of procedures including safety, environmental, sexual harassment or drugs and alcohol procedures. This procedure shall not apply to employees engaged on a probationary or casual basis.

#### **19.1.1 Step 1 - Verbal Warning/Counselling**

Where the Company has a first concern regarding the performance and/or conduct of an employee, this Step shall be taken:

An explanation of the concern and the performance and/or conduct expectations of the Company will be given.

The employee will be given an opportunity to provide an explanation.

The Company will consider this explanation and any relevant facts.

If the explanation offered by the employee is not reasonable, the employee will be reminded of this procedure and that this is the first warning. At that time the Company will inform the employee that failure to correct the performance and/or conduct, or any other problems with the employee's performance or conduct may lead to further warnings or dismissal

The warning is to be documented and the employee is to receive formal notification.

The employee under counselling will be made aware of the standards of improvement in performance and/or conduct that are to be made.

#### **19.1.2 Step 2 - Written Warning**

If the company has a second concern about the performance and/or conduct of the employee regarding reasonable standards of performance and/or conduct, this step shall be taken:

The Company will explain its concern with the standards of performance and/or conduct of the employee.

The employee will be given an opportunity to provide an explanation.

The company will consider this explanation and any relevant facts.

If the explanation offered by the employee is not reasonable, a written warning is to be given referring to the first warning (at Step 1) and the opportunity previously given for improvement, if applicable.

The written warning will inform the employee that it is a written warning and that failure to meet the stated standards of improvement or any further instances of poor performance and/or conduct may lead to dismissal without further warning.

The written warning will also provide feedback to the employee on how to improve his / her performance and/or conduct.

#### 19.1.3 Step 3 - Dismissal

If the company has a third concern relating to the standards of performance or conduct of the employee, this Step shall be taken:

The Company will explain its concern with the employee's performance and/or conduct.

The Company will give the employee an opportunity to provide an explanation.  
The Company will consider the explanation and any relevant facts.

If the explanation offered by the employee is not reasonable, notice of dismissal may be given by the Company.

19.1.4 While in most cases each step of the procedure will be followed in sequential order, in certain cases serious breaches of procedures or standards relating to safety, environmental, sexual harassment or discrimination, may result in an employee going straight to Step 3 of the procedure. To avoid doubt, serious breaches in this context refer to breaches that are likely to significantly put at risk other persons or the environment, for which it is not reasonable for a second breach to be tolerated.

19.1.5 This procedure does not take away the right of TS to dismiss an employee without notice for serious or wilful misconduct or the right of an employee to seek advice of his/her union or representative at any stage of the above procedure.

## 19.2 Other Conditions of the Contract of Employment

It is a condition of employment that all employees adhere to the Company's Health, Safety and Environmental Policies, Equal Opportunity and Sexual Harassment and other relevant Company Policies and Procedures, and attend any training or education sessions provided regarding such Policies and Procedures.

## **20. Recognition Provisions and Disputes Resolution Procedure:**

### **Recognition**

- 20.1 The Union and the Employees recognise that an essential purpose guiding the Company in its conduct of business is the service and maintenance of existing contractual relationships.
- 20.2 The Union and the Employees recognise that, except to the extent expressly otherwise provided in this Agreement, the Company has the responsibility to manage its business. The Company accepts that this recognition does not extend to situations where an unreasonable burden has been placed on Employees.
- 20.3 The Union and the Employees recognise that it is the responsibility of Employees to perform their assigned tasks expeditiously and efficiently, and that only by doing this can the jobs and benefits provided by the Company to its employees be maintained.
- 20.4 The parties agree that they will cooperate with each other in connection with matters arising under this Agreement so that harmonious relations are maintained in the interests of the Company, the Employees and the Union.

### **Resolution of grievances and other disputes**

In the event of a question, dispute or difficulty arising at a workplace:

- 20.5 The matter shall first be raised with those directly affected and agreement sought. The parties to a dispute must genuinely attempt to resolve the dispute at the workplace level.
- 20.6 If the dispute is not resolved at this level, the matter may be discussed between the Workplace manager/supervisor and the employee(s) involved, together with a representative if requested by the Employee.
- 20.7 If a matter in a dispute cannot be resolved at the workplace level, a party to the dispute may elect to refer the dispute to the Australian Industrial Relations Commission to have an alternative dispute resolution process conducted by the Australian Industrial Relations Commission
- 20.8 Reasonable time limits will be allowed for discussion at each level of resolution.
- 20.9 While the dispute is being resolved, an employee who is a party to a dispute must continue to work in accordance with his or her contract of employment, unless the employee has a reasonable concern about an imminent risk to his or her health or safety and must comply with any reasonable direction given by the Company to perform other available work, either at the same workplace or at another workplace.
- 20.10 In the event that normal rostered work is not performed due to industrial action by employees covered by this Agreement, the Company may, at its absolute discretion, require any employee to complete such work at a later

time or times, on any day Monday to Friday, but within five working days of the stoppage, as normal time work and in addition to any other normal time worked on that day, and for the same remuneration as they would otherwise have received had work been performed as rostered, irrespective of whether or not the employee in question would otherwise be entitled to any additional loadings, penalties or allowances.

- 20.11 In the event of make-up time being worked pursuant to clause 20.10, the Company will, on a case by case basis, seek to reach agreement with the site delegate or a nominee of the employee(s) concerned, to determine the most suitable schedule to perform the work. However, in the event that agreement cannot be reached before the end of the next working day, the Company shall have the absolute right to schedule for such additional work to be performed at a time (or times) determined at its discretion, PROVIDED THAT, such work is scheduled to be adjacent to a rostered shift (or rostered shifts), or, subject to the completion of work scheduled for that day having been completed, during a rostered shift. Notwithstanding, no employee shall be required to work excessive hours in addition to their rostered hours without their consent, subject, however, to the work being performed collectively within the time frame proscribed by clause 20.10.

## **21. Union Representation**

- 21.1 An employee appointed as a union delegate in the yard/depot shall, upon notification thereof to the Company by the branch or sub-branch secretary of a union, be recognised as the accredited representative of the union.
- 21.2 If a matter in dispute is not settled in accordance with the Clause 25 (Disputes Resolution Procedure) the delegate shall, on request, be allowed access to a telephone for a reasonable opportunity of notifying the union branch or sub-branch concerned.

## **22. AWA's**

The Company agrees that it will not pursue Australian Workplace Agreements in the Illawarra Region for the period 1st July 2006 until 30<sup>th</sup> June 2008.

## **23. No extra claims:**

Prior to the nominal expiry date, this Agreement settles all Union claims in respect of the employment of the Employees to whom this Agreement applies. Neither the Union nor any employee will pursue any further claims concerning the employment of any employee of the Company and, without limiting the generality of the foregoing, neither the Union nor any employee shall engage in industrial action for the purpose of advancing claims against the Company in respect of the employment of any employee of the Company.

## **24. Review:**

Commencing at a date no earlier than 3 months prior to the date of nominal expiry of this agreement, the Parties shall meet and commence negotiations for a review to the terms here of.

**25. No Duress:**

This agreement has been entered into for the process of consultation between the Company, the Union and the employees and has been entered into without duress being applied by any one party against any one or more of the others.

**26. Signatories:**

Signed for and on behalf of Thiess Services Pty Ltd by its authorised representative:

.....  
(signature)

.....  
(witness signature)

.....  
(print name)

.....  
(print name)

.....  
(date)

Signed for and on behalf of the Transport Workers' Union New South Wales by its secretary:

.....  
(signature)

.....  
(witness signature)

.....  
(print name)

.....  
(print name)

.....  
(date)

**Appendix A: Wollongong Council Domestic Garbage Collection Contract**

**Productivity & Efficiency Measures**

The Operator of a vehicle is to:

- a) Hose out the inside of the hopper and rear of the collection body and lifter, at the completion of the day's work.
- b) Maintain and clean the inside of the truck cabin.
- c) Carry out daily pre start and end of shift checks of Company vehicles and sign off checks in accordance with Operator's Daily Report Sheet requirements.

- d) Complete fully work sheets and hand to contract Supervisor daily.
- e) Undertake minor cart repairs (lid, lid pins, wheels and axles) as required.
- f) Ensure that any refuse that is spilt or dropped during collection is picked up and placed in the collection vehicle with the exception of any spilt material that is present prior to collection (eg: MGB knocked over by dog etc) the operator is to record all sites where spillage has occurred prior to collection, and the MGB is to be serviced. On windy days MGB's are to be straightened for collection by all operators.
- g) As instructed by the contract Supervisor, collect missed services reported by Council or a resident the next working day.
- h) Sticker clearly any MGB which is obstructed or too far from the kerb nominating the problem, service the MGB and record the site on Uncompleted Work Sheet. Council will be advised daily of all problem services.
- i) Ensure that all MGB's and containers that are emptied are returned to their respective collection points and left in an upright position with lids closed.
- j) Ensure that any MGB or container that is incorrectly placed or any carts or containers in a damaged condition are reported to management.

In addition, the following will apply:

- a) Truck washing is the responsibility of the Company.
- b) One way streets, the MGB's are to be placed on correct side of roadway for collection. The Company is to notify residents.
- c) All employees are to support Quality Assurance.
- d) No employee should lift any garbage in excess of 32 kilograms total weight, i.e. weight of can and contents, unless adequate assistance is provided.
- e) Regular assessments (including a count of all receptacles picked up), made as agreed between an operator and the Company.
- f) The contract with WCC calls for a 6.00 am start for collections. WCC has agreed to give consideration to changing the start time for sections of roadway within the collection area that have safety problems. These sections will be addressed on a one by one basis, and if it is agreed that an early start is warranted it will be for clearly specified sections of the roadway.

## 2. Darg System of Work

The Wollongong Council Domestic Garbage Collection Contract will operate under a "job and finish" darg system of work. The daily truck runs will be blocked out so that each vehicle will collect 1620 letterboxes per day, Monday to Friday (1620 letterboxes equates to 1600 bins).

Payment for a normal day's work (i.e. 8hours per day) will require 810 letterboxes to be serviced, which equates to 800 bins to be collected.

All collected bins in excess of 800 bins, excepting growth bins outlined in section 3 below will be paid at the rate of \$0.23 each. This payment is made in lieu of overtime payments. The \$0.23 payment and the darg will remain fixed for the life of the agreement.

### 3. Absorption of Growth

Growth will be absorbed by operators at the rate of 10 letterboxes per normal days work. If the growth rate exceeds, 10 letterboxes per normal days work all excess bins will be paid at \$0.23 per bin. Eg Wollongong Council Domestic Garbage Collection Contract workload would increase by 890 letterboxes per annum.

The growth will compound each year eg:  
Year 1 = 10 letterboxes per normal days work  
Year 2 = 20 letterboxes per normal days work

### 4. Occupational Health and Safety:

The Company shall provide:

- a) vehicles used in collection, transportation and disposal of waste shall be of high visibility and fitted with flashing lights or lights visible from all points around the vehicle.
- b) First Aid kits to be carried in each vehicle, after consultation with a medical provider, a qualified occupational health nurse or an appropriate officer from the Department of Industrial Relations.
- c) Torch and battery for drivers as reasonably required.
- d) No employee shall enter the back of a vehicle while the motor is running; place his hands in a bin while it is being emptied; fail to keep clear of lifters when hydraulics are engaged, ride on the back of a vehicle while it is reversing; cross the road in front of a collection vehicle; ride on the outside of a cabin of a collection vehicle; fail to keep clear of the back door while the vehicle is tipping; place garbage receptacles on the road or road shoulder; or obstruct his natural hearing.
- e) As per Company policy and RTA driver's regulations, drivers are to ensure all wheels are properly attached to the vehicles with the right number of nuts and studs. All drivers are legally responsible for the safety and roadworthiness of the vehicles they drive.

### 5. Overtime:

- a) In the event of a breakdown no additional overpayment will be applicable until after 8 hours has been worked, provided that the breakdown is not a result of defects that were reported in writing on the Drivers Daily Report Sheet on the prior working day, and could have been reasonably repaired by the workshop, for example.
- b) If the driver requested a brake adjustment (on the daily report sheet) and the brake adjustment was not done before the commencement of the next shift, then

the driver would be entitled to overtime payment for time lost while getting the brakes adjusted.

- c) If the reported fault was a type that may not be immediately identifiable (eg: electrical or hydraulic), overtime will not be applicable until the completion of 8 hours work.
- d) The workshop will always have the right to determine the priority for carrying out vehicle repairs. As long as safety is not an issue, defects that have been reported in writing by the driver may be deferred by the workshop to another time for repair, and allow the vehicle to continue working until that time.
- e) If additional overtime is paid it will be agreed between the employees and the supervisor, and the supervisor will authorise the payment on the employees, time sheet or clock card. The additional payment will be as per the award requirement.
- f) When an employee is called upon to work overtime and works 2 or more hours of such overtime, such employee shall be paid a meal allowance of \$9.90 per meal. Thereafter, for every further four hours of overtime worked, a further meal allowance shall be paid.
- g) Notwithstanding sub clause (f) of this clause, in the case of an employee engaged by an employer on or before 26 September 1995 who regularly works overtime and who would not receive a meal allowance under the said subclause (f) such an employee after working any overtime shall be paid \$9.90 per meal allowance.

## 6. Rostered Days Off:

- a) The Company may agree with the employees to pay out on an employee by employee basis for the accumulation of up to six rostered days off, subject to each employee becoming entitled, and being granted, at least six days as rostered days off taken during each calendar year.

## 7. Attendance Allowance:

- a) An attendance allowance of \$2.42 per day will be paid to all employees working under this agreement in lieu of the award payment of \$11.09 per week sick leave loading. This amount will remain fixed until it equates to the amount of the award payment.

## ***Appendix B: Wollongong Council Domestic Recycling Collection Contract***

### 1. Productivity & Efficiency Measures

The Operator of a vehicle is to:

- a) Hose out the inside of the hopper and rear of the collection body and lifter, at the completion of the day's work.

- b) Maintain and clean the inside of the truck cabin.
- c) Carry out daily pre start and end of shift checks of company vehicles and sign off checks in accordance with Operator's Daily Report Sheet requirements.
- d) Complete fully work sheets and hand to contract Supervisor daily.
- e) Undertake minor cart repairs (lid, lid pins, wheels and axles) as required.
- f) Ensure that any refuse that is spilt or dropped during collection is picked up and placed in the collection vehicle with the exception of any spilt material that is present prior to collection (eg: MGB knocked over by dog etc) the operator is to record all sites where spillage has occurred prior to collection, and the MGB is to be serviced. On windy days MGB's are to be straightened for collection by all operators.
- g) As instructed by the contract Supervisor, collect missed services reported by Council or a resident the next working day.
- h) Sticker clearly any MGB which is obstructed or too far from the kerb nominating the problem, service the MGB and record the site on Uncompleted Work Sheet. Council will be advised daily of all problem services.
- i) Ensure that all MGB's and containers that are emptied are returned to their respective collection points and left in an upright position with lids closed.
- j) Ensure that any MGB or container that is incorrectly placed or any carts or containers in a damaged condition are reported to management.

In addition, the following will apply:

1. Truck washing is the responsibility of the Company.
2. One way streets, the MGB's are to be placed on correct side of roadway for collection. The Company is to notify residents.
3. All employees are to support Quality Assurance.
4. No employee should lift any garbage in excess of 32 kilograms total weight, i.e. weight of can and contents, unless adequate assistance is provided.
5. Regular assessments (including a count of all receptacles picked up), made as agreed between the operator and the Company.
6. The contract with WCC calls for a 6.00 am start for collections. WCC has agreed to give consideration to changing the start time for sections of roadway within the collection area that have safety problems. These sections will be addressed on a one by one basis, and if it is agreed that an early start is warranted it will be for clearly specified sections of the roadway.

## 2. Darg System of Work

The Wollongong Council Domestic Recycling Collection Contract will operate under a

“job and finish” darg system of work. The daily truck runs will be blocked out so that each vehicle will collect 1952 letterboxes per day, Monday to Friday (1952 letterboxes equates to 1600 bins).

Payment for a normal day’s work (i.e. 8hours per day) will require 976 letterboxes to be serviced, which equates to 800 bins to be collected.

All collected bins in excess of 800 bins, excepting growth bins outlined in section 3 below will be paid at the rate of \$0.23 each. This payment is made in lieu of overtime payments. The \$0.23 payment and the darg will remain fixed for the life of the agreement.

### 3. Absorption of Growth

Growth will be absorbed by operators at the rate of 10 letterboxes per normal days work. If the growth rate exceeds, 10 letterboxes per normal days work all excess bins will be paid at \$0.23 per bin. Eg Wollongong Council Domestic Recycling Collection Contract workload would increase by 890 letterboxes per annum.

The growth will compound each year eg:

Year 1 = 10 letterboxes per normal days work

Year 2 = 20 letterboxes per normal days work

### 4. Occupational Health and Safety:

The Company shall provide:

- a) vehicles used in collection, transportation and disposal of waste shall be of high visibility and fitted with flashing lights or lights visible from all points around the vehicle.
- b) First Aid kits to be carried in each vehicle, after consultation with a medical provider, a qualified occupational health nurse or an appropriate officer from the Department of Industrial Relations.
- c) Torch and battery for drivers as reasonably required.
- d) No employee shall enter the back of a vehicle while the motor is running; place his hands in a bin while it is being emptied; fail to keep clear of lifters when hydraulics are engaged, ride on the back of a vehicle while it is reversing; cross the road in front of a collection vehicle; ride on the outside of a cabin of a collection vehicle; fail to keep clear of the back door while the vehicle is tipping; place garbage receptacles on the road or road shoulder; or obstruct his natural hearing.
- e) As per Company policy and RTA driver’s regulations, drivers are to ensure all wheels are properly attached to the vehicles with the right number of nuts and studs. All drivers are legally responsible for the safety and roadworthiness of the vehicles they drive.

### 5. Overtime:

- a) In the event of a breakdown no additional overpayment will be applicable until after 8 hours has been worked, provided that the breakdown is not a result of defects that were reported in writing on the Drivers Daily Report Sheet on the

prior working day, and could have been reasonably repaired by the workshop, for example.

- b) If the driver requested a brake adjustment (on the daily report sheet) and the brake adjustment was not done before the commencement of the next shift, then the driver would be entitled to overtime payment for time lost while getting the brakes adjusted.
- c) If the reported fault was a type that may not be immediately identifiable (eg: electrical or hydraulic), overtime will not be applicable until the completion of 8 hours work.
- d) The workshop will always have the right to determine the priority for carrying out vehicle repairs. As long as safety is not an issue, defects that have been reported in writing by the driver may be deferred by the workshop to another time for repair, and allow the vehicle to continue working until that time.
- e) If additional overtime is paid it will be agreed between the employees and the supervisor, and the supervisor will authorise the payment on the employees, time sheet or clock card. The additional payment will be as per the award requirement.
- f) When an employee is called upon to work overtime and works 2 or more hours of such overtime, such employee shall be paid a meal allowance of \$9.90 per meal. Thereafter, for every further four hours of overtime worked, a further meal allowance shall be paid.
- g) Notwithstanding sub clause (f) of this clause, in the case of an employee engaged by an employer on or before 26 September 1995 who regularly works overtime and who would not receive a meal allowance under the said subclause (f) such an employee after working any overtime shall be paid \$9.90 per meal allowance.

h)

## 6. Rostered Days Off:

- a) The Company may agree with the employees to pay out on an employee by employee basis for the accumulation of up to six rostered days off, subject to each employee becoming entitled, and being granted, at least six days as rostered days off taken during each calendar year.

## 7. Attendance Allowance:

- a) An attendance allowance of \$2.42 per day will be paid to all employees working under this agreement in lieu of the award payment of \$11.09 per week sick leave loading. This amount will remain fixed until it equates to the amount of the award payment.

## **Appendix C: Shellharbour Council Domestic Garbage Collection Contract**

### **1. Productivity & Efficiency Measures**

The Operator of a vehicle is to:

- a) Hose out the inside of the hopper and rear of the collection body and lifter, at the completion of the day's work.
- b) Maintain and clean the inside of the truck cabin.
- c) Carry out daily pre start and end of shift checks of Company vehicles and sign off checks in accordance with Operator's Daily Report Sheet requirements.
- d) Complete fully work sheets and hand to contract Supervisor daily.
- e) Undertake minor cart repairs (lid, lid pins, wheels and axles) as required.
- f) Ensure that any refuse that is spilt or dropped during collection is picked up and placed in the collection vehicle with the exception of any spilt material that is present prior to collection (eg: MGB knocked over by dog etc) the operator is to record all sites where spillage has occurred prior to collection, and the MGB is to be serviced. On windy days MGB's are to be straightened for collection by all operators.
- g) As instructed by the contract Supervisor, collect missed services reported by Council or a resident the next working day.
- h) Sticker clearly any MGB which is obstructed or too far from the kerb nominating the problem, service the MGB and record the site on Uncompleted Work Sheet. Council will be advised daily of all problem services.
- i) Ensure that all MGB's and containers that are emptied are returned to their respective collection points and left in an upright position with lids closed.
- j) Ensure that any MGB or container that is incorrectly placed or any carts or containers in a damaged condition are reported to management.

In addition, the following will apply:

- a) Truck washing is the responsibility of the Company.
- b) One way streets, the MGB's are to be placed on correct side of roadway for collection. The Company is to notify residents.
- c) All employees are to support Quality Assurance.
- d) No employee should be required or permitted to lift any garbage in excess of 32 kilograms total weight, i.e. weight of can and contents, unless adequate assistance is provided.

- e) Regular assessments (including a count of all receptacles picked up), made as agreed between the parties.

## 2. Darg System of Work

The Shellharbour Council Domestic Garbage Collection Contract will operate under a "job and finish" darg system of work. The daily truck runs will be blocked out so that each vehicle will collect 1192 letterboxes per day, Monday to Friday (1192 letterboxes equates to 1168 bins).

Payment for a normal day's work (i.e. 8hours per day) will require 810 letterboxes to be serviced, which equates to 800 bins to be collected.

All collected bins in excess of 800 bins excepting growth bins in section 3. will be paid at the rate of \$0.23 each. This payment is made in lieu of overtime payments. The \$0.23 payment and the darg will remain fixed for the life of the agreement.

## 3. Absorption of Growth

Growth will be absorbed by operators at the rate of 10 letterboxes per normal days work. If the growth rate exceeds, 10 letterboxes per normal days work all excess bins will be paid at \$0.23 per bin. Eg Shellharbour Council Domestic Garbage contract workload would increase by 200 letterboxes per annum.

The growth will compound each year eg:  
Year 1 = 10 letterboxes per normal days work  
Year 2 = 20 letterboxes per normal days work

## 4. Occupational Health and Safety:

The Company shall provide:

- a) vehicles used in collection, transportation and disposal of waste shall be of high visibility and fitted with flashing lights or lights visible from all points around the vehicle.
- b) First Aid kits to be carried in each vehicle, after consultation with a medical provider, a qualified occupational health nurse or an appropriate officer from the Department of Industrial Relations.
- c) Torch and battery for drivers as reasonably required.
- d) No employee shall enter the back of a vehicle while the motor is running; place his hands in a bin while it is being emptied; fail to keep clear of lifters when hydraulics are engaged, ride on the back of a vehicle while it is reversing; cross the road in front of a collection vehicle; ride on the outside of a cabin of a collection vehicle; fail to keep clear of the back door while the vehicle is tipping; place garbage receptacles on the road or road shoulder; or obstruct his natural hearing.
- e) As per Company policy and RTA driver's regulations, drivers are to ensure all wheels are properly attached to the vehicles with the right number of nuts and studs. All drivers are legally responsible for the safety and roadworthiness of the vehicles they drive.

## 5. Overtime:

- a) In the event of a breakdown no additional overpayment will be applicable until after 8 hours has been worked, provided that the breakdown is not a result of defects that were reported in writing on the Drivers Daily Report Sheet on the prior working day, and could have been reasonably repaired by the workshop, for example.
- b) If the driver requested a brake adjustment (on the daily report sheet) and the brake adjustment was not done before the commencement of the next shift, then the driver would be entitled to overtime payment for time lost while getting the brakes adjusted.
- c) If the reported fault was a type that may not be immediately identifiable (eg: electrical or hydraulic), overtime will not be applicable until the completion of 8 hours work.
- d) The workshop will always have the right to determine the priority for carrying out vehicle repairs. As long as safety is not an issue, defects that have been reported in writing by the driver may be deferred by the workshop to another time for repair, and allow the vehicle to continue working until that time.
- e) If additional overtime is paid it will be agreed between the employees and the supervisor, and the supervisor will authorise the payment on the employees, time sheet or clock card. The additional payment will be as per the award requirement.
- f) When an employee is called upon to work overtime and works 2 or more hours of such overtime, such employee shall be paid a meal allowance of \$9.90 per meal. Thereafter, for every further four hours of overtime worked, a further meal allowance shall be paid.
- g) Notwithstanding sub clause (f) of this clause, in the case of an employee engaged by an employer on or before 26 September 1995 who regularly works overtime and who would not receive a meal allowance under the said subclause (f) such an employee after working any overtime shall be paid \$9.90 per meal allowance.

## 6. Rostered Days Off:

- a) The Company may agree with the employees to pay out on an employee by employee basis for the accumulation of up to six rostered days off, subject to each employee becoming entitled, and being granted, at least six days as rostered days off taken during each calendar year.

## 7. Attendance Allowance:

- a) An attendance allowance of \$2.42 per day will be paid to all employees working under this agreement in lieu of the award payment of \$11.09 per week sick leave loading. This amount will remain fixed until it equates to the amount of the award payment.

## **Appendix D: Shellharbour Council Domestic Recycling Collection Contract**

### **1. Productivity & Efficiency Measures**

The Operator of a vehicle is to:

- a) Hose out the inside of the hopper and rear of the collection body and lifter, at the completion of the day's work.
- b) Maintain and clean the inside of the truck cabin.
- c) Carry out daily pre start and end of shift checks of Company vehicles and sign off checks in accordance with Operator's Daily Report Sheet requirements.
- d) Complete fully work sheets and hand to contract Supervisor daily.
- e) Undertake minor cart repairs (lid, lid pins, wheels and axles) as required.
- f) Ensure that any refuse that is spilt or dropped during collection is picked up and placed in the collection vehicle with the exception of any spilt material that is present prior to collection (eg: MGB knocked over by dog etc) the operator is to record all sites where spillage has occurred prior to collection, and the MGB is to be serviced. On windy days MGB's are to be straightened for collection by all operators.
- e) As instructed by the contract Supervisor, collect missed services reported by Council or a resident the next working day.
- f) Sticker clearly any MGB which is obstructed or too far from the kerb nominating the problem, service the MGB and record the site on Uncompleted Work Sheet. Council will be advised daily of all problem services.
- g) Ensure that all MGB's and containers that are emptied are returned to their respective collection points and left in an upright position with lids closed.
- h) Ensure that any MGB or container that is incorrectly placed or any carts or containers in a damaged condition are reported to management.

In addition, the following will apply:

Truck washing is the responsibility of the Company.

One way streets, the MGB's are to be placed on correct side of roadway for collection. The Company is to notify residents.

All employees are to support Quality Assurance.

No employee should be required or permitted to lift any garbage in excess of 32 kilograms total weight, i.e. weight of can and contents, unless adequate assistance is provided.

Regular assessments (including a count of all receptacles picked up), made as agreed between the parties.

## 2. Darg System of Work

The Shellharbour Council Domestic Recycling Contract will operate under a "job and finish" darg system of work. The daily truck runs will be blocked out so that each vehicle will collect 1129 letterboxes per day, Monday to Friday (1129 letterboxes equates to 1024 bins).

Payment for a normal day's work (i.e. 8hours per day) will require 882 letterboxes to be serviced, which equates to 800 bins to be collected.

All collected bins in excess of 800 bins excepting growth bins in section 3 will be paid at the rate of \$0.23 each. This payment is made in lieu of overtime payments. The \$0.23 payment and the darg will remain fixed for the life of the agreement.

## 3. Absorption of Growth

Growth will be absorbed by operators at the rate of 10 letterboxes per normal days work. If the growth rate exceeds, 10 letterboxes per normal days work all excess bins will be paid at \$0.23 per bin. Eg Shellharbour Council Domestic Recycling Collection Contract workload would increase by 200 letterboxes per annum.

The growth will compound each year eg:  
Year 1 = 10 letterboxes per normal days work  
Year 2 = 20 letterboxes per normal days work

## 4. Occupational Health and Safety:

The Company shall provide:

- a) vehicles used in collection, transportation and disposal of waste shall be of high visibility and fitted with flashing lights or lights visible from all points around the vehicle.
- b) First Aid kits to be carried in each vehicle, after consultation with a medical provider, a qualified occupational health nurse or an appropriate officer from the Department of Industrial Relations.
- c) Torch and battery for drivers as reasonably required.
- d) No employee shall enter the back of a vehicle while the motor is running; place his hands in a bin while it is being emptied; fail to keep clear of lifters when hydraulics are engaged, ride on the back of a vehicle while it is reversing; cross the road in front of a collection vehicle; ride on the outside of a cabin of a collection vehicle; fail to keep clear of the back door while the vehicle is tipping; place garbage receptacles on the road or road shoulder; or obstruct his natural hearing.
- e) As per Company policy and RTA driver's regulations, drivers are to ensure all wheels are properly attached to the vehicles with the right number of nuts and studs. All drivers are legally responsible for the safety and roadworthiness of the vehicles they drive.

## 5. Overtime:

- a) In the event of a breakdown no additional overpayment will be applicable until after 8 hours has been worked, provided that the breakdown is not a result of defects that were reported in writing on the Drivers Daily Report Sheet on the prior working day, and could have been reasonably repaired by the workshop, for example.
- b) If the driver requested a brake adjustment (on the daily report sheet) and the brake adjustment was not done before the commencement of the next shift, then the driver would be entitled to overtime payment for time lost while getting the brakes adjusted.
- c) If the reported fault was a type that may not be immediately identifiable (eg: electrical or hydraulic), overtime will not be applicable until the completion of 8 hours work.
- d) The workshop will always have the right to determine the priority for carrying out vehicle repairs. As long as safety is not an issue, defects that have been reported in writing by the driver may be deferred by the workshop to another time for repair, and allow the vehicle to continue working until that time.
- e) If additional overtime is paid it will be agreed between the employees and the supervisor, and the supervisor will authorise the payment on the employees, time sheet or clock card. The additional payment will be as per the award requirement.
- f) When an employee is called upon to work overtime and works 2 or more hours of such overtime, such employee shall be paid a meal allowance of \$9.90 per meal. Thereafter, for every further four hours of overtime worked, a further meal allowance shall be paid.
- g) Notwithstanding subclause (f) of this clause, in the case of an employee engaged by an employer on or before 26 September 1995 who regularly works overtime and who would not receive a meal allowance under the said subclause (f) such an employee after working any overtime shall be paid \$9.90 per meal allowance.

## 6. Rostered Days Off:

- a) The Company may agree with the employees to pay out on an employee by employee basis for the accumulation of up to six rostered days off, subject to each employee becoming entitled, and being granted, at least six days as rostered days off taken during each calendar year.

## 7. Attendance Allowance:

- a) An attendance allowance of \$2.42 per day will be paid to all employees working under this agreement in lieu of the award payment of \$11.09 per week sick leave loading. This amount will remain fixed until it equates to the amount of the award payment.

## **Appendix E: Materials Recycling Facility – West Dapto**

### **1. Hours of Employment:**

- a) The Company shall, within the limits of the hours prescribed, have the right to fix the starting and ceasing times of the employees, which shall be posted in a conspicuous place in the depot, such times shall not be changed unless the employees affected are given seven days prior notice of such alteration; provided that in the event of a breakdown or circumstances beyond the employers control, may upon giving to the employees notice before the end of the previous day or a minimum of 24 hours notice where work was not performed the previous day alter the commencing time of sufficient employees to enable the regular service to be maintained.

### **2. Overtime:**

- a) If additional overtime is paid it will be agreed between the employees and the supervisor, and the supervisor will authorise the payment on the employees, time sheet or clock card. The additional payment will be as per the award requirement.
- b) When an employee is called upon to work overtime and works 2 or more hours of such overtime, such employee shall be paid a meal allowance of \$9.90 per meal. Thereafter, for every further four hours of overtime worked, a further meal allowance shall be paid.

### **3. Rostered Days Off:**

- a) RDO bank may accrue to a maximum of 10 days and then days must be taken as rostered.

### **4. Productivity & Efficiency Measures:**

1. Overtime to be worked and paid in 15 minute increments.
2. Leave to be rostered in 2 week increments (as per applicable legislation).
3. The ordinary hours of work for all employees shall not exceed 38 hours per week or 76 hours per fortnight or 152 hours per four weeks and such hours shall be worked between the hours of midnight Sunday and midnight Friday, inclusive.
4. A commitment to co-operate to improve productivity in order to reduce costs is agreed.
5. Casuals can be employed for a minimum of four (4) hours.
6. Payment for Public Holidays and Picnic day will be as per the Transport Industry Waste Collection and Recycling (State) Award. Payment will be at the Enterprise Agreement rate.
7. RDO bank to be a maximum of 10 days and then days to be taken as rostered.

## ***Appendix F: Illawarra Commercial Operations***

### **1. Productivity & Efficiency Measures**

- a) The Company may agree with an employee(s) for hours of work to be varied to provide for additional hours to be worked within an extended span of hours, including on Saturdays to meet specific circumstances, the span of hours may be agreed at a site level with the employees and will be paid as outlined in the relevant awards. Eg Saturday will be paid at T1/2 all day.
- b) The Operator of the vehicle is to hose out the inside and rear of the collection body and lifter, at the completion of the days work.
- c) Operator of the vehicle is to maintain and clean the inside of the truck cabin.
- d) Daily pre start and end of shift checks are to be carried out and signed off by all operators in accordance with Operator's Daily Report Sheet requirements.
- e) Uncompleted work sheets to be completed by all operators and handed to contract Supervisor daily.
- f) Minor bin repairs (li, lid pins, wheels and axles) will be done by the operator as required.
- g) Spillage of materials is to be cleaned up immediately by all operators with the exception of any spilt material that is present prior to collection, the operator is to record all sites where spillage has occurred prior to collection, and the bin is to be serviced.
- h) Truck washing is the responsibility of the Company.
- i) Where applicable trucks will be double shifted in Commercial and Industrial operations to make better use of equipment.
- j) Operators are to ensure that all containers that are emptied are returned to their respective collection points.
- k) Operators are to ensure that any container that is incorrectly placed or any containers in a damaged condition are reported to management.
- l) Operators are to ensure that any refuse that is spilled or dropped during the collection is picked up and placed in the collection vehicle.
- m) Operators are to ensure that only employees or other persons directed by management are to travel in any vehicles engaged in the performance of the contract.
- n) Support Quality Assurance.
- o) The ordinary hours of work for all employees shall not exceed 8 hours per day, exclusive of meal breaks and shall be worked between 4.00 am and 7.00 pm

## 2. Occupational Health and Safety:

The Company shall provide:

- a) vehicles used in collection, transportation and disposal of waste shall be of high visibility and fitted with flashing lights or lights visible from all points around the vehicle.
- b) First Aid kits to be carried in each vehicle, after consultation with a medical provider, a qualified occupational health nurse or an appropriate officer from the Department of Industrial Relations.
- c) Torch and battery for drivers as reasonably required.
- d) As per Company policy and RTA driver's regulations, drivers are to ensure all wheels are properly attached to the vehicles with the right number of nuts and studs. All drivers are legally responsible for the safety and roadworthiness of the vehicles they drive.

## 3. Hours of Employment:

- a) The Company shall, within the limits of the hours prescribed, have the right to fix the starting and ceasing times of the employees, which shall be posted in a conspicuous place in the depot, such times shall not be changed unless the employees affected are given seven days prior notice of such alteration; provided that in the event of a breakdown or circumstances beyond the employers control, may upon giving to the employees notice before the end of the previous day or a minimum of 24 hours notice where work was not performed the previous day alter the commencing time of sufficient employees to enable the regular service to be maintained.

## 4. Overtime

- a) When an employee is called upon to work overtime on any weekday and works for 2 or more hours of such overtime, such employee shall be paid, allowed a 20 min paid crib break and the employee unless notified the previous day or earlier shall be paid a meal allowance of \$5.50 per meal, if overtime is cancelled on the day such overtime was to be worked a meal allowance of \$9.35 is to be paid.

## 5. Rostered Days Off

- a) The Company may agree with the employees to pay out an employee by employee basis for the accumulation of up to six rostered days off, subject to each employee becoming entitled, and being granted, at least six days as rostered days off taken during each calendar year.