

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA97/107

TITLE: Rethmann Australia Environmental Services Enterprise Agreement 1996

I.R.C. NO: 97/2686

DATE APPROVED/COMMENCEMENT: 2 June 1997 and commenced from the first pay on or after 2 June 1997

TERM: 36 Months

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 17

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to all employees involved in the collection of domestic waste

PARTIES: Rethmann Australia Environmental Services Pty Limited -&- Transport Workers' Union of Australia, New South Wales Branch



RETHMANN AUSTRALIA ENVIRONMENTAL SERVICES ENTERPRISE AGREEMENT, 1996

1. TITLE OF AGREEMENT

This agreement shall be known as the Rethmann Australia Environmental Services Enterprise Agreement, 1996.

2. CLAUSE INDEX

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3. APPLICATION

This agreement shall apply to all employees involved in the collection of domestic waste.



4. PARTIES BOUND

The parties to this agreement are:

- (i) Rethmann Australia Environmental Services Pty Ltd
- (ii) Transport Workers' Union of Australia (NSW Branch)
- (iii) Domestic Drivers working from the St Mary's Branch

5. TERM OF AGREEMENT

This agreement shall come into operation from the first full pay period to commence on or after the date of ratification and shall remain in force for a period of 3 years.

6. NO EXTRA CLAIMS

Except for general movements in award wages granted by the Industrial Relations Commission of New South Wales there shall be no further claims for wage increases during the term of this agreement.

7. RELATIONSHIP TO PARENT AWARD

This agreement shall be read and interpreted wholly in conjunction with the Transport Industry - Waste Collection and Recycling (State) Award, provided that where there is any inconsistency between this Agreement and the Award, the Award shall prevail to the extent of the inconsistency.

8. NO DURESS

This agreement was not entered into under duress by any party to it.

**9. COMMITMENT AND OBJECTIVES**

The objectives of the parties are:

Provide high standards of Occupational Health & Safety

Eliminate lost time

Provide high quality

Customer satisfaction with continuous improvement

Provide security of employment for employees

10. CONSULTATION

A Rethmann Consultative Committee will be established by the parties to this agreement to consult about matters involving performance of work.

The Consultative Committee will comprise of two (2) representatives from management and 2 elected employee representatives that will monitor the operations of this agreement.

The committee shall meet once every three (3) months or more frequently if

required.

11. PRODUCTIVITY/MULTI SKILLING

The Consultative Committee will establish goals for improvement in efficiency and productivity and take appropriate action to implement those goals. Without limiting the efficiencies to be considered by the Consultative Committee the following matters may be considered.



- i. Safety-Lost time frequency rate and rates of hazardous incidents.
- ii. Attitude and Motivation - employee moral/absenteeism.

It is agreed that for Rethmann to achieve productivity and efficiency gains that multi skilling will occur. Multi skilling performed by individuals shall be subject to the employees capability to perform such tasks.

12. OCCUPATIONAL HEALTH AND SAFETY

All employees and persons working for Rethmann shall contribute to a safe working environment. Rethmann and the TWU signatory to this agreement shall give full co-operation to achieve the highest standards of Occupational Health and Safety.

On all sites there shall be strict compliance to all Acts and Regulations and Rethmann Occupational Health & Safety Policies, and the implementation of Industry Codes of Practice to provide protection for all.

Failure to observe these requirements will constitute misconduct and the person(s) may face dismissal.

13. PRODUCTIVITY/OVERTIME

- (i) One Man Vehicle (Sideloaders) Operators could be required, but are not limited, to collect up to 1300 services per day. The first 860 services will be deemed as achievable within ordinary hours under the Award (i.e. 7.6 hours).
- (ii) For additional bins picked up over and above this quota, i.e. 861 services (pick-ups), the employee will be paid \$0.20 per service to compensate for all extra time supposedly worked or actually worked. If overtime is worked rates shall be paid in accordance with the Award, provided that if the overtime incentive component exceeds the overtime rate, the higher shall be paid.
- (iii) The overtime incentive component referred to above, does not form part of ordinary time earnings for the purpose of any leave or superannuation entitlements.



14. CONTRACT INCENTIVE

During the currency of this Agreement, employees shall be accumulating \$5.00 per day worked which shall be paid as a lump sum on the expiration of the current contract with Penrith City Council. The payment is based upon an employee meeting particular performance standards which shall be at the discretion of management such as adherence to the Rethmann Working Manual, satisfactory attendance and work continuing as normal (pursuant to Clause 18(f) as contained in this agreement).

15. PUBLIC HOLIDAYS

Work performed on public holidays shall be paid in accordance with the Award

provided that the overtime incentive payment referred to in Clause 13 of this agreement shall also apply.

16. TRAINING ALLOWANCE

Whilst training a relief driver for the One Man Vehicle a training allowance will be paid in the amount of \$20.00 per day.



17. RURAL GARBAGE - ONE MAN SIDELOADING OPERATION

The requirement at the commencement of the Contract is that 600 bins are to be picked up per day and the employee to receive \$42,000 per annum. For additional bins picked up over and above this quota, i.e. 601 services (pick-ups), the Employee will be paid \$0.20 per service to compensate for all extra time supposedly worked or actually worked. The amount referred to above is in lieu of any overtime payable.

18. CONTAINER COLLECTION

The requirement is, that 188 Containers are to be picked up per day on Normal Pay for a 7.6 hour shift with the appropriate equipment.

19. CLEAN UP COLLECTION (BOOK IN SYSTEM)

The requirement at the commencement of the contract is, that at least 70 clean ups per day for a 7.6 hour shift are to be picked up with the appropriate equipment.

20. GARBAGE COLLECTION REARLOADER

The requirement for Normal Pay for 7.6 hours shift is - Domestic Collection 944 (with the appropriate equipment) bins Rural Collection 700 bins. Additional bins to be picked up will be compensated on an hourly rate as per the Award.

21. RETHMANN WORKING MANUAL

It is agreed between the parties that the company's working manual Annexure A) shall form part of the terms and conditions of employment between the company and drivers who are party to this agreement. To this extent, such employees agree to abide by the terms of the manual.

**22. DISPUTES SETTLEMENT PROCEDURE**

- (i) Procedures relating to grievances of individual employees
 - (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - (b) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed



remedy.

- (e) If the matter remains unresolved after discussions between parties at the workplace, the matter shall be referred to Penrith City Council for resolution.
 - (f) While a procedure is being followed, normal work must continue.
 - (g) The employee may be represented by an industrial organisation of employees.
- (ii) Procedures relating to disputes etc., between employers and their employees
- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (b) Reasonable time limits must be allowed for discussion at each level of authority.
 - (c) If the matter remains unresolved after discussions between parties at the workplace, the matter shall be referred to Penrith City Council for resolution.
 - (d) While a procedure is being followed, normal work must continue.
 - (e) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purposes of each procedure.

23. SIGNATORIES TO THE AGREEMENT



Signed for and on behalf of the Company

[Handwritten signature]

Date:

2 / 5 / 97

Signed for and behalf of the Transport Workers' Union of Australia, NSW Branch

[Handwritten signature]

Date:

29th April 1997.

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ANNEXURE A

**RETHMANN AUSTRALIA ENVIRONMENT SERVICES PTY LTD
TERMS AND CONDITIONS OF EMPLOYMENT/WORKING MANUAL**

RETHMANN AUSTRALIA ENVIRONMENTAL SERVICES PTY LTD

1. Care & Cleanliness of Vehicles

You shall ensure that all equipment owned by Rethmann Australia Environmental Services Pty Ltd and used by you shall be kept in a clean and tidy conditions. This will include the interior and exterior of the Vehicle.

Crews are to wash their vehicles at the discretion of management.



2. Uniforms

You shall wear clean uniforms supplied by Rethmann Australia Environmental Services Pty Ltd which shall be worn whilst at work and which will be laundered by you to a standard to the satisfaction to the company.

Permanent employees will be issued with (5) five items of high visibility clothing throughout a calender year. Casual employees will be issued high visibility clothing on a as required basis.

Employees shall not obscure high visibility clothing in anyway. Suitable gloves and raincoats are available and will be issued on request. Raincoats and gloves will be replaced on an old for new basis.

A show allowance will be paid by the company to all permanent employees on a quarterly basis. All employees are required to wear suitable footwear having regard to the work performed and prevailing conditions to carry out their duties.

Where high visibility clothing and footwear (shoe allowance) has been provided by Rethmann, it shall be the duty of the employee to wear such clothing and footwear at all times while the employee is at work.

3. Compliance with Motor Traffic Laws

Where relevant, employees are required to maintain the appropriate class of licence to carry out their duties. This includes the compliance with all relevant Motor Traffic Laws and regulations.

Also, a regular licence check/inspection will be carried out by the supervisor throughout the year.

Should your licence be revoked you must immediately, report this to the Rethmann manager and must immediately stop driving any vehicle.

You shall not overload any vehicles at any time (eg. 6x4 vehicles maximum capacity to be loaded is 460x2401 MGB). Therefore, you will be required to do up to three (3) loads per day to the tip. Should you not comply with this instruction you maybe required to pay any overloading fines incurred.



4. Employee Conduct in Public

You shall conduct yourself in polite and courteous manner at all time towards other people during your hours of employment or whilst wearing your company uniform.

You shall, at all times keep the noise level to a minimum so as not to disturb residents especially during the early hours of the morning.

Bad language, abuse, gestures or violence towards other employees or the Public will not be tolerated.

5. Daily Duties

You shall commence your daily duties at 6.00am.

You shall ensure all containers on the daily run will be attempted to be emptied and placed back at the place where they were put for collection and any container not completely emptied will be reported on the Daily Report Sheer. If there is a doubt to the number of services per premises, all bins are to be collected and then reported on the daily report sheet.

You shall, when in charge of a vehicle, before leaving the yard, ensure that the oil, fuel and water (both radiator and battery) levels are correct and if not put

them to a level to ensure the correct running of the vehicle. In addition air tanks are to be drained at completion of a run.

You shall, in conjunction with any person or person working with you clean up any mess or spillage of garbage immediately, whether caused by yourself or the vehicle before leaving the area. This will then be reported on the daily report sheet. Each truck will be provided with a broom and shovel. Where this is not the case the driver shall report this to the manager.

You shall report all vehicle defects, immediately to the manager or mechanic and also detail them on a daily report sheet.

At the completion of a days work, daily report sheets, including all of the above information, will be handed to the manager.

You shall be required to leave stickers, notices or leaflets in letterboxes to inform the residents of any problems relating to their service as directed by the manager.

6. Conduct whilst on Run

Whilst employed by the company you are to perform your duties in a safe and workman like manner so as not to endanger yourself or any other person whether an employee of the company or not or to cause damage to any property whether belonging to the company or any third party.

You shall abide by the safety requirements of the company, the provisions of any award applicable to your occupation and any applicable act of parliament.

Whilst on the run employees shall NOT.

1. Enter the back of a vehicle while the motor is running.

2. Place his hand in a bin whilst it is being emptied.
3. Fail to keep clear of lifters while hydraulics are engaged.
4. Ride on the back of a vehicle while it is reversing.
5. Cross the road in front of a collection vehicle.
6. Fail to keep clear of the back door while the vehicle is tipping.
7. Ride on the outside of a cabin of a collection vehicle.
8. Place garbage receptacles on the road or road shoulder.
9. Obstruct the drivers natural hearing or vision.
10. Adjust/tamper with any hydraulic or electrical components on the vehicles.



Where one or more offsideers are engaged on waste collection, the driver of a collection vehicle shall be aware of the location of offsideers in all times and remain in the cabin while the collection vehicle is in use.

The duties of an offsider shall include (but not be limited):

1. To guide the collection vehicle while it is reversing.
2. Watch traffic movements around the collection vehicle.
3. Being generally responsible for the safe operation of the lifter.

Not unauthorised persons, animals or goods of any kind shall be allowed in the cabin of collection vehicles.

Employees are not to remove anything from the bins or from the side of the road for their personal use or gain or another use or gain.

7. Interpretation of Working Manual

Any queries regarding this manual or adherence to it, are to be put to the manager.

8. Starting and Finishing Times

Employees are required to report to the supervisor before the commencement to daily duties and finish as a crew in the yard. Exception to the above will be in the event of the employee notifying the supervisor prior to the commencement of daily duties.

The driver will be required to record times when employees leave the vehicle on the Daily Report Sheet.

9. Sick Days

In case of illness and/or incapacity, where practicable, you shall notify the manager your inability to attend work prior to the commencement of the days duties.



You shall be required to produce a doctor's certificate on your resumption to work.

10. Vehicle Breakdowns

Should a breakdown occur whilst on the run, the driver is two-way the duty mechanic/managers, detail the extent of the breakdown and wait for instructions.

During a breakdown no employees are to leave the vehicle or premises except at the discretion of the manager.

11. Access to Premises and Restricted Areas

Employees are not to enter the workshop/offices except to report ruck breakdowns. Once business has been completed, they are required to leave the area.

On completion of runs, the employees are to vacate the premises as soon as possible.

Unauthorised persons are not to enter the depot unless at the discretion of management.

12. Accident Procedure

I shall, if involved in an accident, whether it be my fault or not, report all details to the police as well as to the manager at the time in the yard. Such immediate report shall be verbal and confirmed by me in writing as soon as practicable after the accident and in any event not later than the next working day.



13. Training

I hereby agree to undertake any course of instruction or training required by the company at any time.

14. First Aid

All drivers are to ensure that a serviceable First aid Kit in the vehicle, where this is not the case, the driver shall report this to the manager.

15. Driver Responsibility

The Drivers responsibility shall include (but not to be limited to):

1. Satisfactory completion of runs.
2. Will be responsible for the orderly conduct of offsidere and/or where appropriate, the reporting of unsatisfactory conduct.

16. Disciplinary Procedure

Where you have contravened requirement of duty or engaged in conduct contrary to these guidelines or your work performance is not to the standard required of you, the following counselling procedure will apply.



1. Informal Warning

This will involve a counselling session with you. You will be counselled on the problems or conduct complained of. The situation will be monitored and the problem will be reviewed again. During this counselling session, you will be given an opportunity to respond to the conduct complained of.

2. Written Warning

Should you, having counselled, continue to act unacceptably. Rethmann shall give you a written warning. The warning will set out what you are doing wrong, what you should do to rectify the problem and that the conduct is serious enough to warrant dismissal if it continues. The written warning will outline the date and details of the counselling.

3. Final Warning

You will be given a final warning which will indicate clearly the processes already

undertaken in 1 and 2. It will also contain a statement clearly indicating that if the problem occurs again, you will be terminated.

4. Termination



If the problem continues after the implementation of the above procedure, the manager will take immediate action. During the termination session, you will be told of the reason for termination. You will be given the opportunity to respond to any allegations.

The procedures outlined above do not affect the right of Rethmann to dismiss an employee without notice for misconduct. This would include (But not be limited):

1. Being under the influence of drugs or a alcohol whilst on duty
2. Fighting
3. Theft
4. Deliberate damage to Company vehicles or other property
5. Driving unlicensed