

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA 97/60

I.R.C. NO: 97/1074

DATE APPROVED/COMMENCEMENT: 26 March 1997 and commences from beginning of first full pay period commencing on or after 26 March 1997.

TERM: 1 year

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 7

TITLE: Fresh and Clean Enterprise Agreement 1997

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to Transport Worker Grade 1 and Grade 2.

PARTIES: Fresh and Clean Service Systems, a Division of Trazever Pty Ltd and Jean Jackson, Beryl Lane, Barbara Hutchinson, Tracey Martin, Terry Simpson, Keith Mayberry, John Hardy, Gae Robinson, Clair Delaney, Deidre Sheil, Pat Gabriel, John Mak.



FRESH AND CLEAN ENTERPRISE AGREEMENT - 1997

BETWEEN

FRESH AND CLEAN SERVICE SYSTEMS

[A DIVISION OF TRAZEVER PTY LTD]
[AN No 001 938 816]

AND

DRIVERS, OFFSIDERS & PROCESSOR EMPLOYEES

1. **ARRANGEMENT**

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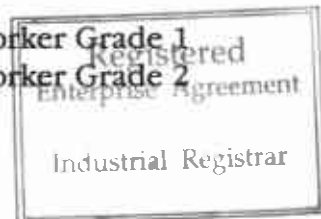
2. INCIDENCE AND PARTIES BOUND

- 2.1 The Parties: This Enterprise Agreement is made pursuant to Chapter 2, Part 2, Division 1 of the New South Wales Industrial Relations Act, 1996, No. 17, and entered into on the 1997 between Fresh and Clean Service Systems, a Division of Trazever Pty Ltd and staff classified pursuant to sub-clause 2.3 herein of this Agreement which has been reached with the consent of the parties and without duress.
- 2.2 The Enterprise: The enterprise for which the agreement is reached is located at 5/9 Pioneer Avenue, Thornleigh, NSW 2120.
- 2.3 The Occupations: This Enterprise Agreement relates to the occupations of drivers [transport workers] and cleaners [engaged in the processing of waste matter and the sanitising of collection containers].

Employee classifications are:

Offsider/Processor
Driver

Transport Worker Grade 1
Transport Worker Grade 2



3. TERM OF AGREEMENT

This Agreement shall take effect from the beginning of the first full pay period to commence on or after the date of registration and shall remain in force for a period of 12 months.

4. RELATIONSHIP TO PARENT AWARDS

It has been determined by the parties that the Agreement shall be read and interpreted in conjunction with the Transport Industry, Mixed Enterprises [State] Award and that where there is inconsistency, this Agreement shall take precedence.

5. PURPOSE OF AGREEMENT

The objective of this Agreement is to establish employee working arrangements that are more suitable for the company's operations, to provide for greater rewards for employees and to enhance the existing strong relationship enjoyed between the parties.

6. COMMUNICATION WITH OFFICE

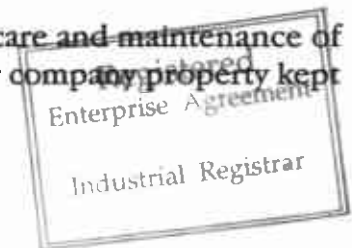
Drivers have an obligation to have daily contact with the office when the mid point of the daily run has been reached. Notification is also required should

there be a vehicle breakdown or an on-road emergency requiring delay and subsequent need for the working of overtime. Costs relating to such notification [phone calls, etc] are the employer's responsibility.

7. SERVICE VEHICLE USAGE

Conditions relating to the usage of these vehicles are:

- [i] Drivers are not to use vehicles for private use or carry unauthorised passengers;
- [ii] Drivers to maintain their vehicle in a clean state [both internally and externally]. Time is allowed by company for this purpose;
- [iii] Vehicles not to be re-fuelled on weekends without prior company authorisation;
- [iv] Drivers to sign for and to be responsible for the care and maintenance of vehicle's first aid kits, street directories and other company property kept in the vehicle.



8. HOURS OF WORK

All employees party to this agreement [other than part-time and casual employees] will work a 7 hour 36 minute day [7.6 hours], Monday to Friday with starting and finishing times set by agreement to suit the job requirements between the hours of 5.00am and 5.00pm.

9. MULTI-SKILLING

Employee parties to this agreement acknowledge there could be a need from time to time to carry out a variety of work tasks other than those they may normally perform and undertake to do such duties as required.

10. OVERTIME

All overtime must be approved by the Office Manager or Factory Supervisor prior to the commencement of an overtime work period.

11. PAID SICK LEAVE

Sick leave entitlements will generally be in accordance with the appropriate award provision but where an employee, after commencing work is unable to continue with their daily work program because of sickness, such employee will

be deemed to be on sick leave from the time of that notification.

12. ANNUAL LEAVE ARRANGEMENTS

Leave will only be approved for complete week periods, ie 5 days, 10 days, 15 days or 20 days, except where the company uses its discretion for an emergency or for unforeseen circumstances. One month's notice should be given by the employee [or the employer] of an intention to take annual leave. All leave must be claimed and taken within 6 month of it falling due.

13. PROBATIONARY EMPLOYMENT PERIOD

On commencement, a 12 week probation period will be established for each new employee being considered for either full-time or part time employment. During such probationary period, employment will be on a casual basis with appropriate casual pay loadings and with either party retaining the right to terminate the contract on an hours notice. The offer of future permanent employment will be based on merit, skill and reliability.

This probationary period in no way replaces the company's right to engage casual employment as work requirements dictate.



14. MEDICAL AWARENESS

The company undertakes to cover the cost of all 'Hep B' injections for full-time employees provided the employee signs the appropriate Disclaimer.

15. WAGE ADJUSTMENT

Company wage rates will be adjusted to provide for a weekly ordinary rate of \$28.00 above the appropriate award rate for current and incoming full-time employees at the time of registration of the agreement.

16. PAYMENT OF WAGES

It has been agreed that wages will be paid weekly through Electronic Funds Transfer [EFT] when company systems have been set up.

17. UNIFORMS

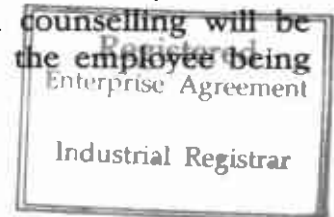
The company is to provide an appropriate uniform/s displaying the company logo. It is agreed that cleanliness of uniforms is the responsibility of each

employee, this being essential in the interests of the company's public image.

18. STAFF COUNSELLING PROCEDURE

With the object of retaining good employer/employees relations, no employee will be dismissed [except for misconduct which would justify instant dismissal] unless the following procedures have been followed:

- [i] First Counselling [verbal]: If management considers a member of staff to be unsatisfactory for any reason, the employer shall inform the employee of the unsatisfactory nature of the employee's service, giving the employee the right to respond. If the employee so requests, a witness of his/her choosing may be present.
- [ii] Second Counselling [verbal]: If the management is of the opinion that the employee continues to be unsatisfactory, the employer shall again discuss with the employee, in the presence of a witness if requested, the unsatisfactory nature of the employee's service and advise the employee that continuation of such unsatisfactory service may lead to dismissal.
- [iii] Third and Final Counselling [written]: If, after the two [2] verbal counsellings, the employer still considers the employee to continue to remain unsatisfactory and in the presence of a witness of the employees choosing, the employee will again be counselled and advised that a continuing failure on his/her part to rectify the unsatisfactory nature of performance will lead to dismissal. This final counselling will be committed to writing by the management with the employee being requested to sign the document.



19. DISPUTE PROCEDURE

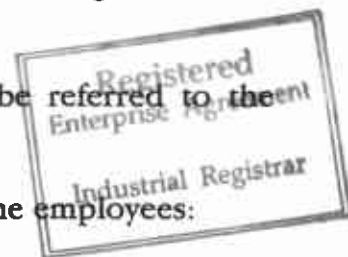
The procedure for the resolution of industrial dispute will be in accordance with *Chapter 2, Section 14 of the NSW Industrial Relations Act 1996*. These procedural steps are:

19.1 Procedure relating to a grievance of an individual employee:

- [i] 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.
- [ii] A grievance must initially be dealt with as close to the source as

possible, with graduated steps for further discussion and resolution at higher levels of authority.

- [iii] Reasonable time limits must be allowed for discussion at each level of authority.
- [iv] 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.
- [v] While a procedure is being followed, normal work must continue.
- [vi] The employee may be represented by an industrial organisation of employees.
- [vii] If the matter remains unresolved, it shall be referred to the Industrial Relations Commission of NSW.



19.2 Procedure for a dispute between an employer and the employees:

- [i] 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.
- [ii] Reasonable time levels must be allowed for discussion at each level of authority.
- [iii] While a procedure is being followed, normal work must continue.
- [iv] 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.
- [v] If the matter remains unresolved, it shall be referred to the Industrial Relations Commission of NSW.

20. SIGNATORIES

Signed for and on behalf of Fresh and Clean Service Systems

[Signature]
MANAGER

[Signature]
WITNESS

31-1-97
DATE

Signed by the employees of Fresh and Clean Service Systems, engaged to carry out the duties specified in this Enterprise Agreement

[Signature]
EMPLOYEE

31-1-97
DATE

[Signature]
EMPLOYEE

31-1-97
DATE

[Signature]
EMPLOYEE

31-1-97
DATE

[Signature]
EMPLOYEE

31-1-97
DATE

[Signature]
EMPLOYEE

31-2-97
DATE
Registered Enterprise Agreement
Industrial Registrar

[Signature]
EMPLOYEE

31-1-97
DATE

[Signature]
EMPLOYEE

31-1-97
DATE

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EMPLOYEE

31-1-97
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