

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/221

TITLE: Thieiss Environmental Services Chullora MRF Enterprise Agreement 1998

I.R.C. NO: 99/3965

DATE APPROVED/COMMENCEMENT: 11 August 1999 and commenced on 25 November 1998

TERM: Expires 1 July 2000

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged to perform materials recycling duties in the Chullora Materials Recycling Facility operated by Theiss Environmental Services Pty Ltd who are covered by classifications within the Transport Industry - Waste Collection and Recycling (State) Award

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

THIESS ENVIRONMENTAL SERVICES
CHULLORA MRF
ENTERPRISE AGREEMENT 1998

RECEIVED
THIESS CONSULTANTS
COLLEGE

15 JAN 1998

ADMIN			
TRAINING			
SITES			

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PART 1 - PRELIMINARY

1.1 Title

This Agreement shall be known as the "Thiess Environmental Services Chullora MRF Enterprise Agreement 1998" (hereinafter referred to as "the Agreement").

1.2 Parties Bound & Application

- 1.2.1 Parties Bound - This agreement shall apply to all employees of Thiess Environmental Services Pty Ltd (hereinafter referred to as "the company") engaged to perform materials recycling duties or related work in the Chullora Materials Recycling Facility operated by the company (hereinafter referred to as "the MRF") who are covered by classifications within the Transport Industry - Waste Collection and Recycling (State) Award (hereinafter referred to as "the Award"). The agreement shall also apply to the Transport Workers Union of Australia (NSW Branch) (hereinafter referred to as "the TWU") and to the company.
- 1.2.2 Application - It is the intention of the parties that the agreement shall partly regulate the terms and conditions of employment of all employees engaged to perform materials recycling duties or related work in the MRF.

The terms and conditions of the agreement supersede the terms and conditions of the Award and the terms and conditions of any other applicable Awards to the extent of any inconsistency between the terms and conditions of this agreement and any such awards.

To avoid doubt, where the terms of this agreement are silent, the terms and conditions of the Award shall apply.

1.3 Date and Period of Operation

This Agreement shall take effect from the date of signature by the parties and shall remain in effect until 1 July 2000.

The parties give a commitment to commence negotiations towards a successor enterprise agreement to this Agreement during January 2000.



PART 2 - OBJECTIVES

2.1 Objectives of Agreement

The Objectives of the agreement are: -

- 2.1.1 To ensure that employees work in a safe and healthy environment, and to further provide an incentive for continuous improvement in safety;
- 2.1.2 To Improve the efficiency and productivity of the enterprise by ensuring management and work practices are attuned to the future needs of the enterprise, and by providing an incentive for improved productivity;
- 2.1.3 To provide an incentive for the genuine and proper use of sick leave.
- 2.1.4 To improve relations between the company, the employees and the TWU.
- 2.1.5 To offer the Company the best possible utilization of equipment and resources through flexibility of work practices.
- 2.1.6 To provide fair and sustainable increases in rates of pay for employees covered by the agreement, which do not place the company at a competitive disadvantage;
- 2.1.7 To satisfy the company's clients through the provision of reliable and cost effective service.
- 2.1.8 To provide a working environment that is free of industrial action through the development of positive and open communication between the employees, the company and the TWU, and through observation of the disputes settling procedure provided for in the agreement.



PART 3 - RATES OF PAY

3.1 Classifications

The rates of pay provided for herein shall be based upon the classification structure provided for Clause 2 of the Award.

3.2 Rates of Pay

3.2.1 Exclusive Increases to Rates of Pay - The agreement provides for a general rate of pay increase. This increase is detailed at 3.2.2 below. Notwithstanding the provisions of Part 5 and Part 6 of the Agreement, the increases to the rates of pay provided for at 3.2.2 are the only increases to the rates of pay that shall occur during the term of the Agreement. To avoid doubt, the rates of pay provided for below will not be adjusted or increased to accommodate any wage increases provided for in the Award.

3.2.2 Schedule of Rates of Pay

5% Adjustment

The following rates of pay shall be payable from the first full pay period that commences on or after the commencement of the period of operation of the Agreement:

<u>Classification</u>	<u>Rate per week (\$)</u>	<u>Ordinary Time Rate Per Hour (\$)</u>
A(1)	448.87	11.81
A(2)	483.73	12.72
A(3)	509.46	13.40
A(4)	535.92	14.10
B(1)	518.17	13.63
B(2)	531.82	13.99
B(3)	551.46	14.51
B(4)	563.53	14.82
B(5)	588.42	15.48
B(6)	605.22	15.92
B(7)	605.85	15.94
B(8)	642.28	16.90



PART 4 HOURS OF WORK

4.1 General Intention

It is the intention of the parties that the Hours of Work and Overtime provisions of the Agreement are consistent with those of the Award, with the only exceptions being the provisions provided for below.

4.2 Ordinary Hours of Work

The span of ordinary hours of work for MRF employees shall be between 11:45pm to 4:05. Within that span of hours employees will normally work a shift that totals 8 hours and 10 minutes from start to finish. This shift will include a 15 minute Tea Break and a 25 minute meal break. An employee will be paid 7.6 Hours Per Shift at ordinary Hours.



Ex 1
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PART 5 – KEY PERFORMANCE INDICATORS - OFFSETS

5.1 General Intention

It is the intention of the parties that the Key Performance Indicators (KPIs) provided for below shall operate to provide an incentive for employees to continuously improve safety and environmental outcomes.

To provide this incentive, achievement of established targets for the respective KPIs, as detailed below, will result in the increase to the ordinary time rates per hour provided for in 3.2.2. In other words, the ordinary time rates per hour for all employees will increase if the KPI targets established below are met.

The parties intend that the increases to the ordinary time hourly rates of employees under this part be a maximum of 2% and that this 2% can be available from 1 July 1999

5.2 Measurement of KPIs

Measurement for increase available from 1 July 1999- Both of the KPIs detailed below will be measured twice and averaged prior to 1 July 1999 for the purposes of establishing the first increase to the ordinary time hourly rates that will apply from 1 July 1999

Half Yearly Measurements – For each six month period (half-year) after 1 July 1999 each of the KPIs will be measured. These half-yearly measurements will be for the purposes of determining the KPI increases that may apply to the ordinary time hourly rates under this Part.

5.3 Application of KPI increases

Timing of Increases – The increases will be available from the first full pay period on or after 1 July 1999. Thereafter, increases will be available – and paid if applicable – from the first full pay period on or after the day on which the results of all the KPI audits for the preceding half year period are available.

To avoid doubt, the increases will be based on the KPI audits for the proceeding six monthly period, and will apply from the return of the KPI audit results.

No fall – Any increases to the ordinary time hourly rates achieved under this Part will be fixed and will not fall or be removed if KPI results fall.

Amount of Increase - Increases to the ordinary time hourly rates will be made where the KPI targets are met. These increases will be of an amount dependent on the results of each audit for each KPI, as detailed below. The total maximum amount that the ordinary time hourly rates provided for in 3.2.2 of this Agreement can increase is 2% under this Part.

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5.4 Safety

5.4.1 The parties are committed to improving the safety of the working environment at the MRF. Safety is measured by internal safety audits conducted by the company, which is reported quarterly.

Employees can earn a maximum of 1.5% increase the ordinary time hourly rates depending upon the performance of the MRF in Safety Audits.

5.4.2 Safety Increase – Employees can earn a maximum bonus of 1.5%, in accordance with the following table:

%Increase to Ordinary Time Hourly Rate	Achieved Safety Result
0.5%	Audit Score 95%
1.0%	Audit Score 96%
1.25%	Audit Score 97%
1.5%	Audit Score 98%+

5.4.3 The company recognises the importance of transparency in applying the Safety Increase, and will therefore provide each employee with a summary sheet that detail how the Safety Increase was calculated. The Company will also educate employees and provide all relevant information in relation to how the Audit scores are determined to employees.

5.4.4 If employees report a Safety Hazard through the appropriate channel, and the Company does not act upon the Report and that Hazard results in a lower audit score, the employees will not be disadvantaged in the application of the Safety Increase.

5.5 Environmental

5.5.1 The parties are committed to improving the environmental protection performance of the working environment at the MRF. Environmental performance is measured by internal environmental audits conducted by the company.

Employees can earn a maximum of 0.5% increase the ordinary time hourly rates depending upon the performance of the MRF in Environmental Audits.

5.5.2 Environmental Increase (0.5%) – Employees can earn a maximum increase of 0.5% depending on Environmental Audit results, in accordance with the following table:

%Increase To Ordinary Time Hourly Rate	Achieved Environmental Audit Result
0.25%	Audit Score 96%
0.33%	Audit Score 97%
0.35%	Audit Score 98%
0.5%	Audit Score 99%



5.5.3 The company recognises the importance of transparency in applying the Environmental Increase, and will therefore provide each employee with a summary sheet that details how the Environmental Increase was calculated. The Company will also educate employees and provide all relevant information in relation to how the Audit scores are determined to employees.

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PART 6 – ABSENTEEISM

6.1 Absenteeism

6.1.1 The parties are committed to reducing the levels of absenteeism at the MRF. A procedure will be put in place to decrease unnecessary absenteeism.

6.1.2 Absenteeism Increase – The ordinary time hourly rate will be increased by 3% in recognition of the introduction, and adherence to, the Absenteeism Procedure provided below by the parties.

6.2 Absenteeism Procedure

The following procedure will apply to reduce the levels of absenteeism:

(a) Reporting Absenteeism:

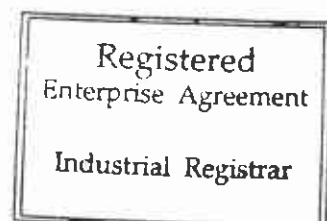
- Employees seeking to access award sick leave must ring before the start of shift to advise the Company of their absence.
- An Employee will be docked pay for each quarter of an hour that he or she fails to ring their Supervisor into their shift.
- An Employee will not be entitled to sick leave for a shift if the absenteeism is not reported in the shift time without good reason. In such circumstances the Company disciplinary procedure may be invoked.

(b) Authenticating Absenteeism:

- Employees taking sick leave will be required to produce a Doctor Certificate that authenticates their illness on the day on which they return to work.
- At the Company's discretion, no Sick Leave will be paid if an Employee fails to produce a Doctor Certificate on return to work, without a good reason.

(c) Excessive Absenteeism:

- Excessive Absenteeism refers to absenteeism beyond the award entitlement of 10 days sick leave and/or trends of regular absenteeism. The Company will monitor Excessive Absenteeism and has the right to approach any employee to discuss Excessive Absenteeism. If the Company considers that it is appropriate, the Company disciplinary procedure may be invoked. The parties recognise the need for this procedure to be used in a responsible manner, and the right of employees to be represented in this process.



PART 7 – DISPUTE SETTLING PROCEDURES

7.1 Dispute Settling Procedure

7.1.1 In the event of a dispute arising between the parties, the employee concerned and the appropriate company supervisor shall attempt to genuinely and reasonably resolve the dispute.

7.1.2 If the dispute thereafter remains unresolved the question shall be discussed between the company's representative and the TWU, both of whom shall take all reasonable steps to settle the dispute.

7.1.3 If the dispute remains unsettled after the procedure specified in 7.1.1 and/or 7.1.2 hereof has been concluded the matter shall be notified to the NSW Industrial Relations Commission for resolution.

7.1.4 While the procedures herein are being followed all work shall continue normally as prior to the dispute. The ultimate terms of settlement of the dispute shall not be affected in any way, nor shall the rights of any person involved in the dispute be affected by or prejudiced by the fact that normal work has continued without interruption.

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Signatories

DATED this 25th day of NOVEMBER 1998

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

Thiess Environmental Services Pty Ltd.

WITNESS

[Signature]
(Signature) THIRONE LANDSMAN
(Print name in full)

[Signature]
(Signature) Marcus Carrell
(Print name in full)

MANAGER - SYDNEY REGION
(Title)

SIGNED FOR AND ON BEHALF OF THE TWU

WITNESS

[Signature]
(Signature) A V Sheldon
(Print name in full)

[Signature]
(Signature) A V Sheldon
(Print name in full)

NSW State Sec. TWU
(Title)

SIGNED BY THE TWU DELEGATES EMPLOYED AT THE TES CHULORA MRF

[Signature]
(Signature)

[Signature]
(Witness Signature)

DANIEL PINEDA
(Print name in full)

[Signature]
(Signature)

[Signature]
(Witness Signature)

Sgt NCP
(Print name in full)

