

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/188

TITLE: Collex Pty Ltd Southern Highlands Transfer Station and Related Activities EBA 2004

I.R.C. NO:

DATE APPROVED/COMMENCEMENT: 7 June 2004 / 7 May 2004

TERM: 36 Months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 16 July 2004

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all employees of Collex Pty Ltd located at Level 4, 65 Pirrama Road, Pyrmont, NSW 2009 who fall within the coverage of the Transport Industry Waste Collection and Recycling (State) Award

PARTIES: Collex Pty Ltd -&- the Transport Workers' Union of New South Wales

COLLEX PTY LTD SOUTHERN HIGHLANDS TRANSFER STATION AND RELATED ACTIVITIES EBA 2004

1. Title

This Agreement shall be known as the COLLEX PTY LTD SOUTHERN HIGHLANDS TRANSFER STATION AND RELATED ACTIVITIES EBA 2004

2. Parties

The parties to this Agreement shall be:

COLLEX PTY LTD of Level 4, 65 Pirrama Road, Pyrmont in the State of New South Wales (hereinafter referred to as "the Company") of the one part;

AND

THE TRANSPORT WORKERS' UNION OF NEW SOUTH WALES of 31 Cowper Street, Parramatta in the said State (hereinafter referred to as "the TWU") for and on behalf of employees of Collex Pty Ltd covered by this Agreement.

3. Application

This Agreement covers all employees of Collex Pty Ltd in operations at the Clyde Transfer Station and the facilities at Crisp Creek and Woodlawn and who are employed under classifications contained in the Transport Industry Waste Collection and Recycling (State) Award.

4. Definitions

"Award", in relation to:

Wages and monetary rates, means the rates set out in Part B of the Transport Industry - Waste Collection and Recycling State Award as varied or reviewed from time to time

This Agreement covers all employees of Collex Pty Ltd in operations at the Clyde Transfer Station and the facilities at Crisp Creek and Woodlawn and who are employed under classifications contained in the Transport Industry Waste Collection and Recycling (State) Award.

The terms and conditions of employment other than Monetary Rates, means Part A of the Domestic Waste and Recycling (State) Award 2003 .

"Blue Card" means a safety initiative for the transport and distribution industry, based upon the Transport and Distribution ("TDT 1997") nationally recognised Level 1 training competency. Blue Card compels employees to familiarise themselves with, and follow, occupational health and safety procedures. Blue Card is conducted by a registered training provider that is licensed to deliver Blue Card.

"Employee" means all workers employed by Collex under this Agreement and who are covered by the classifications referred to in Clause 1 of the Transport Industry - Waste Collection and Recycling (State) Award.

"Transport Worker" Means any employee whose work is covered by this Agreement, and includes transport workers employed by other organisations in connection with the workplace of the Company (including but not limited to workers who regularly enter the Company's workplace).

"Incentive" means any payment in excess of the rates set out in this Agreement

"TWU" means the Transport Workers' Union of New South Wales.

In this Agreement:

Words importing the singular shall include the plural; and

Words importing the masculine gender shall include the female gender.

5. Commitment

By entering this Agreement the employees hereby makes a commitment to:

Ensure that all activities so directed by the Company are carried out to the satisfaction of the Company, in line with the service expectations of customers of the company.

Foster ongoing co-operation with management.

Co-operate and participate fully in a programme of continuing workplace improvement.

Participate in multi-skilling where requested. This may include job rotation.

Ensure all workplaces (eg. vehicle cabins) are cleaned and tidy prior to finishing of shift.

Ensure all work practices are conducted in a safe and timely manner, in accordance with relevant Occupational Health and Safety Legislation as varied from time to time.

By entering this Agreement the employer hereby makes a commitment to:

The full-time engagement of its transport workers;

Utilise full-time employees to their full capacity before casual or part-time employees are engaged or work is contracted out to other companies or business;

Strongly recommend that all transport workers covered by the Agreement join the TWU, including positively promoting TWU membership at the point of recruitment;

Positively support the making of an award, and/or enterprise agreement under the *Industrial Relations Act, 1996 (NSW)* applying to all employers and employees.

The training of its transport workers in occupational health and safety and other professional training as provided by a licensed Blue Card Provider.

Recognise its responsibility as a leading industry employer to the basic principles of the Chain of Responsibility and will endeavour to ensure all contracts are consistent with its principles.

6. Training

The Company will promote vocational training, occupational health and safety training, safer work practices, knowledge of this Agreement and other industrial entitlements, and other services for the benefit of the workers in the transport and distribution industry.

The Company recognises its responsibilities to provide a safe and healthy workplace for its employees and contract carriers and all other persons attending its sites and accordingly agrees to train all transport workers covered by this Agreement in accordance with this Clause:

6.1. Induction Training

6.1.1. Prior to a transport worker commencing work with the Company the transport worker shall be trained in:

occupational health and safety;

vocational skills;
other professional training; and
industrial rights.

- 6.1.2. Within three months of commencement of employment each new transport worker shall undertake a Blue Card Induction Program, conducted by a licensed Blue Card training provider, in conjunction with the Company.

Note: The induction training course is competency based. Therefore although the duration of the training course would usually be of no less than four (4) hours duration, it may be of greater or lesser duration, depending upon the actual time required by each inductee to be trained.

Further note: TWU delegates shall be entitled to ten (10) days paid leave each calendar year, to attend training courses agreed to between the Company and the Union.

7. Measures to Increase Efficiency and Productivity

- 7.1. The parties agree that in order to develop an efficient, productive and competitive workplace it is necessary to create a cooperative and productive work environment with appropriate consultative mechanisms involving the company, the TWU and employees.
- 7.2. The parties further agree that when Collex experiences commercial or profitability difficulties nothing in this agreement will preclude discussion and possible further agreement at any stage in respect of wages and adjustments thereto.

8. Conditions of Engagement

In relation to any matter in respect of which this Agreement does not make provision, the terms of the Award shall apply to all employees.

8.1. Hours of Work

- 8.1.1. The ordinary hours of work shall be 38 hours per week in accordance with the Award which shall be worked on the basis of a 7.6 hour day.
- 8.1.2. Employees at the Clyde facility will be expected to work for 38 hours each week Monday through Friday. The Company will require employees to work their 38 ordinary hours Tuesday through Saturday at Crisp Creek and Woodlawn. All employees will have two (2) consecutive days off after each five (5) days worked except where overtime is required. Nothing in this clause will preclude employees at the Clyde facility working their normal hours between Tuesday and Saturday inclusive.
- 8.1.3. Hours worked in excess of those prescribed in 5.1(b) will be paid as overtime at the rate of time and one half for the first two hours and double time thereafter. Employees will be expected to work reasonable overtime when required.

8.2. Casual Employees

- 8.2.1. A casual employee shall be paid an hourly rate being 1/38th of the sum of the ordinary weekly wage rate prescribed by this agreement, plus a loading of 20% on all hours worked.
- 8.2.2. Where possible a casual employee will be notified the previous day if required for work. This does not restrict the employer from notifying a casual employee of the requirement to work on the day they are required.
- 8.2.3. Casual employees will be paid only for those hours worked. A minimum payment of four hours shall be paid.

8.2.4. Where casual or other employees are engaged by labour agencies the rates of pay contained in the Schedule of Rates to this Agreement shall continue to apply.

8.3. Shiftwork

8.3.1. All shift work as defined in the Award shall be paid at the prescribed rate detailed in Clause 6 plus the relevant award loading.

8.3.2. Employees engaged at the Clyde site may be required to work on a rotational shift basis. Employees engaged on this basis will be paid shift allowance only for shifts defined as other than day shift.

8.3.3. Employees will be given 48 hours notice of change of shift if operationally possible. If, for any reason employees are not required to work such shifts, or for the original estimated timeframe they will revert to their prior hours of employment immediately. No penalty will be payable under any circumstances. Provided however that this sub clause shall cease to operate after six (6) months from the commencement of the operation. After this clause has ceased to operate the Award provision with respect to shift changes shall apply.

8.4. Weekend Work

8.4.1. Saturday work worked as overtime shall be paid at the rate of time and one half for the first two hours and double time thereafter, with a minimum of four hours provided. However where Saturday work is part of ordinary hours it shall be paid at the rate of time and one half for the first ten (10) hours worked thereafter double time shall apply.

8.4.2. Sunday work shall be paid at a rate of Double Time for all hours worked with a minimum of four hours.

8.4.3. Employees engaged on an ordinary Tuesday to Saturday working week shall be paid ordinary time rates with Saturday being paid in accordance with Clause 8.4.1 above. If these employees perform work on a Monday it shall be paid as overtime.

8.5. Public Holidays

8.5.1. Where Public Holiday work is required, it is agreed the work will be rostered evenly so as to ensure all operators perform an even share of Public Holiday work. This will be done in consultation with all employees involved, recognising that employees will be required to work public holidays as part of their overall job function.

8.5.2. All work performed on a Public Holiday (which shall include Union Picnic Day) shall be paid in accordance with the penalty structure contained in the Award.

8.6. Payment of Wages

8.6.1. All wages and overtime shall be paid into the employees' bank account by EFT on a day to be determined by the employer. That day being fixed, it shall not be altered more than once in three months.

8.6.2. The employer shall take all reasonable steps (within its control) to avoid any late payment.

8.7. Rest Period

8.7.1. To assist the operational requirements of the business, employees agree to stagger breaks so as machines are manned at all times during the receipt of waste. These hours and breaks shall be recorded/documented in accordance with Company policy.

8.7.2. All employees not engaged in public road driving duties shall have a 10 minute Smoko break and a paid 20 minute lunch break. Employees engaged in public Road driving duties shall have two (2) 15 minute unpaid breaks within the first 5 1/2 hours of engagement.

8.8. Sick Leave

8.8.1. Sick leave will apply in accordance with the award provided that at the commencement of each calendar year an employee must notify the employer as to whether the employee wishes to:

- (a) Accumulate untaken sick leave; or
- (b) Be paid the cash equivalent of untaken sick leave and extinguish the accumulation.

In the absence of notification an employee will be deemed to have applied for the cash payment as per (b) above.

8.9. Annual Leave

8.9.1. Annual Leave will be rostered in consultation with the employees to assist the operational requirements of the business.

8.9.2. Employees will not be permitted to accrue in excess of 20 days Annual Leave without the permission of Collex Senior Management.

Where an accrual does occur in excess of twenty (20) days the company will immediately direct the employee to take leave as per the Act.

8.10. Remuneration Package

8.10.1. Employees are to be multi-skilled in the operation of all equipment at both sites. Employees will rotate job functions at the direction of the Manager to suit the needs of the business provided that the Mixed Functions clause in the Award shall continue to apply.

8.10.2. All employees will be classified and paid in accordance with the applicable Award grading except where otherwise provided in the Schedule of Rates.

8.10.3. All operators will be expected to assist with extra work when required. This may include a reasonable amount of overtime.

8.10.4. The company will take all reasonable steps to ensure workloads are evenly distributed across the workforce.

8.10.5. In the event of absenteeism remaining crewmembers will cover work, or relieve in whatever area of the operation they are required, if no other relief operator is available.

8.10.6. For the purposes of calculating hourly rates the formula is:

The ordinary weekly rate divided by 38.

8.11. Emergency Call Out

8.11.1. Employees recognise they may be required to attend for work in the event of an emergency. No reasonable request to attend to such an occasion will be refused. Callouts of this nature will be paid at overtime rates for a minimum of four (4) hours from the time an employee is notified they are required to attend such an emergency. An on call roster will be developed in consultation with the employees to ensure an even distribution of on call work.

9. Rates of Remuneration for Employee Transport Workers

- 9.1. The Company shall pay to employees covered by this Agreement the rates of pay and increases detailed in the Schedule of Rates to this Agreement.

10. Income Protection

- 10.1. All transport workers covered by this Agreement who are members of the TWU shall be covered by a Sickness and Accident Income Protection Plan ['the Plan']. In addition to any other benefit provided for by this Agreement, the Company shall make contributions in the amounts specified by the Plan (which shall not exceed 1.5% of the employee's gross ordinary remuneration).

11. Settlement of Disputes

The parties have agreed that the following settlement of disputes procedure shall apply:

- (i) The matter should first be discussed at the workplace level between transport workers and relevant management. If an employee so requests the TWU delegate will be involved in such discussions.
- (ii) If the matter is not settled discussions shall occur between the appropriate TWU official, Delegate and management;
- (iii) If the matter is still not settled it shall be discussed between the Branch Secretary (or nominee) of the TWU, Delegate and the Company;
- (iv) If the matter is still not settled it shall be submitted to the Industrial Relations Commission of New South Wales which shall conciliate the matter;
- (v) The Industrial Relations Commission of New South Wales may make a determination, which is binding on the parties where there is no likelihood that, within a reasonable period, conciliation or further conciliation will result in agreement.
- (vi) Whilst the above procedure is being followed work shall continue normally, except in circumstances where employees have genuine concerns for their health and safety.
- (vii) This settlement of disputes procedure will apply to any dispute or claim (whether it arises out of the operation of this Agreement or not) as to the wages or conditions of engagement of transport workers engaged by the Company.

12. Superannuation

- 12.1. The Company agrees to make monthly contributions with respect to all its transport workers to either the Collex Superannuation Fund or the TWU Superannuation Fund. Such contributions shall be in accordance with the Transport Industry Superannuation (State) Award.
- 12.2. For the purposes of determining ordinary time earnings of transport workers the following shall be applied: Bonuses, incentive payments, over award or agreement payments, shift loadings and the like, as per the Australian Tax Office Superannuation Guarantee Ruling SGR 94/4.

13. Blood Donor Leave

- 13.1. A transport worker who is absent for a period that they would ordinarily be working for the Company 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.
- 13.2. A transport worker taking the leave referred to in sub-clause 13.1 shall arrange for his/her absence to be on a day suitable to the Company and be as close as possible to the beginning or ending of his/her ordinary working hours, provided that the driver of any vehicle shall not take leave to donate blood prior

to two hours before the end of his/her ordinary working hours and shall not perform driving duties for at least eight hours after donating blood.

- 13.3. Proof of the attendance of the transport worker at a recognised place for the purpose of donating blood and the duration of such attendance shall first be furnished to the satisfaction of the Company.

The transport worker shall notify the Company as soon as possible of the time and date upon which he/she is requesting to be absent for the purpose of donating blood and such time and date will be granted by the Company provided it does not interrupt the needs of the business.

14. Volunteer Emergency Services and Bush Fire Fighters Leave

Any transport worker who is a member of a volunteer emergency service or a bush fire brigade may take leave (taken from sick leave accrual) if they are required to attend an emergency during a period they would ordinarily be working for the Company. The Company will sympathetically consider all applications under this clause but the needs of the business will remain paramount.

15. Meal Allowance

Provisions related to Meal Allowance will be as per the Award.

16. Employee Deductions

All non statutory, agreed and subsequently authorised deductions from an employee's pay shall be applied to the purpose of the deduction:

Within thirty days of the deduction occurring; or

No later than the date when the instalment is due to be paid to the recipient institution where the recipient institution has an instalment period of longer than thirty days.

17. Union Recognition and Union Membership

- 17.1. The Company recognises the TWU as being the Union that represent transport workers covered by this Agreement. This representation will extend to all terms and conditions of employment/engagement, whether those terms and conditions are subject to this Agreement or not.
- 17.2. It is the policy of the Company that it shall strongly recommend that all transport workers covered by this Agreement shall join the TWU. This includes positively promoting union membership at the point of recruitment and strongly recommending that all employees remain members of the TWU.
- 17.3. All new employees covered by this Agreement, shall at the time of induction, be given by the delegate an application form to join the TWU and any literature provided by the TWU. The Company will endeavour to ensure that inductions generally are carried out at a time which least impacts on the work commitments of the Delegate.
- 17.4. The Company will continue to recognise the role of the Delegates in the workplace and the functions they perform in this role, this has been the case in the past and will continue under the terms of this agreement. Equally the delegates recognise their responsibilities as employees of the Company.

18. Parental Leave

The company supports the basic principals of Parental Leave under the Act entitling the carer to 52 weeks unpaid parental leave.

To obtain parental leave, a permanent employee must satisfy the requirements set out in the Act.

Length of service

Notice periods

Information and documentation

An employee may take other leave in conjunction with parental leave, but this will reduce the amount of parental leave he or she may take.

Parental leave does not break an employee's continuity of service.

19. Operation of This Agreement

This Agreement comes into effect on date of signing and shall remain in force for a period of three (3) years. Where this agreement is silent the provisions of the Award shall apply.

20. Drug and Alcohol Policy

The Company Drug and Alcohol Policy (as varied from time to time) shall apply to all employees covered by this agreement.

21. Vehicle Accident Policy

It is the intention of the Company to retain the services of an appropriately qualified in house driver trainer/assessor. This role will form the foundation of any new vehicle accident policy, ensuring the Company through its driving personnel maintains the highest possible standards in road safety.

22. Execution

Signed for and on behalf of COLLEX PTY)
LTD in the presence of:)
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07 / 05 / 04)

Signed for and on behalf of)
THE TRANSPORT WORKERS')
UNION OF NEW SOUTH WALES)
in the presence of:)
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SCHEDULE OF RATES

The Company shall pay all its employees covered under this agreement the following rates and increases:

WASTE COLLECTION & RECYCLING AWARD

	Current Paid Rates	31st July 2004	31st December 2004	1st July 2005	1st December 2005	1st July 2006	1st December 2006
		2.5%	2%	2.5%	2.5%	2.5%	2.5%
Grade A1	543.74	557.33	568.48	582.69	597.26	612.19	627.50
Grade A2	585.96	600.61	612.62	627.94	643.63	659.72	676.22
Grade A3	617.12	632.55	645.20	661.33	677.86	694.81	712.18
Grade A4	649.18	665.40	678.71	695.68	713.07	730.90	749.17
Grade B1	627.68	643.37	656.24	672.65	689.46	706.70	724.37
Grade B2	644.21	660.32	673.53	690.37	707.63	725.32	743.45
Grade B3	668.00	684.70	698.39	715.85	733.75	752.09	770.89
Grade B4	682.63	699.69	713.69	731.53	749.82	768.57	787.78
Grade B5	712.77	730.59	745.20	763.83	782.93	802.50	822.56
Grade B6	733.12	751.45	766.48	785.64	805.28	825.42	846.05
Grade B7	733.88	752.23	767.28	786.46	806.12	826.28	846.93
Grade B8	778.02	797.47	813.42	833.76	854.60	875.96	897.86

Note: The rates contained in this schedule are exclusive of industry allowances.

The following gradings (which are contained in the Award) shall apply to employees covered by this Agreement:-

GRADE B1

Applies to all employees engaged in activities at the Clyde Transfer Terminal, excluding those employees operating Container Handling Forklift Trucks.

GRADE B7

Applies to all employees engaged in driving duties for the purpose of hauling containerised waste between the Tarago intermodal and Woodlawn landfill site.

GRADE B8

Applies to all operators of graders, dumpers, tractors, loaders, compactors, skid steer machinery and tipping platforms at the Woodlawn landfill site. This grading is also to be applied to operators of Container Handling Forklift Trucks at all sites covered by this agreement.