

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA06/65

**TITLE: Collex Pty Ltd Solid Waste NSW Divisional Agreement
2005-2008**

I.R.C. NO: IRC6/542
EA6/65

DATE APPROVED/COMMENCEMENT: 13 December 2005 / 13 December 2005

TERM: 24

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 3 March 2006

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by

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

Collex Solid Waste Divisional Agreement 2005

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1. TITLE

This Agreement shall be known as the **COLLEX PTY LTD SOLID WASTE-NSW DIVISIONAL AGREEMENT 2005-2008**

2. PARTIES BOUND

The parties to this Agreement are:

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 AUSTRALIA (NSW BRANCH) 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

3.1 This Agreement covers all employees of Collex Pty Ltd operating in the Solid Waste Collection Businesses at the Enfield, Revesby, Toronto and Newcastle depots and who are employed under classifications contained in the *Transport Industry – Trade Waste (State) Award*.

This agreement shall be read and interpreted wholly in conjunction with the *Transport Industry – Trade Waste (State) Award* as varied and the *Collex Pty Ltd New South Wales (State) Agreement 2005*, provided that where there is any inconsistency between this agreement and the Award, this agreement shall take precedence to the extent of the inconsistency.

This agreement supersedes all previous agreements unless such Agreements are specifically detailed in the Appendices to this Heads of Agreement.

- (i) Regardless of any proposed changes that may affect the enforceability of this Agreement, it is the clear intention of both parties to abide by the conditions of this Agreement until its expiration.
- (ii) Where such changes may clearly deem any provisions of this Agreement to be unlawful, the parties agree to maintain such provisions of this Agreement that are deemed to remain lawful unless otherwise negotiated.

LABOUR HIRE AGENCIES

3.2 The Company agrees to only engage labour hire companies that have a current NSWIRC registered enterprise agreement with the TWU. Notwithstanding, such companies will be obliged to pay the rates contained in this agreement to those employees. The union agrees to provide a list of such companies to Collex within three months of the signing of this agreement.

4. INTENTION OF AGREEMENT

- (i) To secure an income for the Company's employees in excess of award provisions in return for the best possible productivity levels.
- (ii) To provide the framework to ensure that employees are rewarded for meeting the service delivery targets set by the company.

(iii) To provide security for Collex and its employees.

5. DEFINITIONS

"Award" means *Transport Industry – Trade Waste (State) Award* as varied from time to time.

"Employee" means all workers employed by Collex under this Agreement and who are covered by the classifications referred to in the *Transport Industry – Trade Waste (State) Award*.

"Transport Worker" Means any employee whose work is covered by this Agreement, and includes transport workers employed by other organisations such as casual labour hire companies engaged in providing the services covered by this agreement.

"TWU" means the Transport Workers' Union of Australia (NSW Branch).

"IRC" means the NSW Industrial Relations Commission.

In this Agreement:

Words importing the singular shall include the plural; and

Words importing the male gender shall include the female gender.

6. 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 general workplace and contract specific requirements referred to in this Agreement are carried out to the satisfaction of the Company.
- 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 [Note: any issues or disputes over allocations will be handled at a local or depot level];
- 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 continued integrity and relevance of the Award.
- 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 principles of the Chain of Responsibility legislation and will endeavour to ensure all contracts are consistent with its principles.

7. 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.

7.1 Hours of Work

- 7.1.1** The ordinary hours of work shall be 40 hours per week, which shall be worked on the basis of an 8-hour day. Employees will be paid for 38 hours per week, or 7.6 hours per day with two hours being banked each week towards the Rostered Day Off Accrual.
- 7.1.2** Twelve Rostered Days off will be accumulated per full year of employment. One rostered day off will accrue every 4 weeks worked. Rostered days off will not accrue during annual leave periods. Rostered days off will be taken as full days off. Accrued rostered days off can be paid at the discretion of the employee. Accruals of greater than 10 rostered days off will automatically be paid out quarterly in March, June, September and December.
- 7.1.3** Hours of employment will be as per the Award.
- 7.1.4** The majority of employees will be expected to work their ordinary hours from Monday through Friday. Any alternative to this will be as per the Award.
- 7.1.5** Hours worked in excess of 8 hours on any day (or 7.6 hours for those employees who do not accrue rostered days off) will be paid as overtime at the rate of time and one half for the first two hours and double time thereafter. Employees agree to work reasonable overtime.

7.2 Casual Employees

- 7.2.1** 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 20% loading. This additional loading is deemed to include all amounts payable under the Annual Holidays Act 1944, "Disability allowance" and "In lieu of additional sick pay allowance" described in the Award.
- 7.2.2** 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.
- 7.2.3** Casual employees will be paid only for those hours worked. A minimum payment of four hours shall be paid.
- 7.2.4** Where casual or other employees are engaged by labour agencies the wage rates contained in the Schedule of Rates to this Agreement shall continue to apply.
- 7.2.5** The employment status of casuals will be reviewed after their first 3 months of employment

7.3 Weekend Work

- 7.3.1** Overtime rates for weekend work will be paid at the rate of time and one half of the ordinary hourly rate for the first two hours of engagement on Saturday and at double the ordinary hourly rate for any hours worked after the first two hours worked. Hours worked on Sunday will be paid at double the ordinary hourly rate for all hours worked.

7.4 Public Holidays

7.4.1 Work on a gazetted Public Holiday shall be paid in accordance with the penalty rate structure provided in the Award.

7.5 Payment of Wages

7.5.1 All wages and overtime shall be paid into the employee's 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.

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

7.6 Rest Period

7.6.1 All employees engaged in continuous driving duties shall undertake two fifteen (15) minute or one thirty (30) minute unpaid break after the first four and before the first five hours of engagement. These hours and breaks shall be recorded/documented in accordance with Company Policy.

7.7 Sick Leave

7.7.1 Sick leave will apply in accordance with the Award provided that in November 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. This payment will be made in the first pay period following 1 December of each year.

All previously accrued sick leave will be preserved under the existing arrangements – only sick leave accrued after the signing of this agreement will be eligible for reimbursement.

7.7.2 All employees will be eligible to take two (2) non-consecutive sick leave absences each year without the requirement to provide a medical certificate (or statutory declaration in relation to illness of a relative or other matters requiring employees to draw on their sick leave). Sick leave absences on a Public Holiday must be substantiated with a medical certificate or statutory declaration. Medical Certificates or statutory declarations are to be provided to the Supervisor within 5 working days of the end of absence. Failure to provide certification as described above will automatically attract a written warning.

7.8 Annual Leave

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

7.8.2 Without limiting the provisions of the Annual Leave Act 1944, employees will not be permitted to accrue in excess of twenty (20) days Annual Leave without the written permission of Collex Senior Management. Where an accrual does occur

in excess of twenty (20) days the employee shall take leave as directed by the company to reduce the accrual to fifteen (15) days.

7.9 Long Service Leave

7.9.1 After Long Service Leave becomes due, that entitlement must be taken within a two (2) year period. Where some or all long service leave is not taken within the 2 year period the employee shall take leave as directed and scheduled by the Company.

7.10 Emergency Call Out

7.10.1 Employees recognise they may be required to attend work in the event of an emergency (eg natural disaster). 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.

8. RATES OF REMUNERATION FOR EMPLOYEE TRANSPORT WORKERS

8.1.1 The Company shall pay to employees covered by this as outlined in the Schedule of Rates, Attachment 1, to this Agreement.

9. 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, without bans, limitations, go slows or stoppages, except in circumstances where employees have genuine concerns for their health and safety. In the case of purported Health and Safety risks suitable measures will be taken to manage the risk without affecting any other aspect of the service delivery.
- 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.

10 MEAL ALLOWANCE

- 10.1** Meal Allowance will be paid at the rate as prescribed in Table 2, Item No. 9 of the Award after two (2) additional hours have been worked in excess of 8 ordinary hours in one day. A further Meal Allowance will be paid after 4 additional hours have been worked in excess of 8 ordinary hours in one day.
- 10.2** Meal Allowances will not be paid for weekend work where the employee is working an overtime shift, i.e. a shift additional to their rostered days for that week.

11 OPERATION OF THIS AGREEMENT

This Agreement shall commence operation from the date of its registration by the IRC of NSW and remain in force for a period of three (3) years thereafter. Where this Agreement is silent the provisions of the Award shall apply.

12 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.

To assist in managing motor vehicle accidents and identify driver-training opportunities, the following process will be followed.

- i)** The employee involved in any incident will be required to take a photo of the damaged vehicle or property and exchange details with the other party or leave suitable identification so that the Company may be contacted. The employee will be required to fill out a Vehicle Accident Form before the end of the shift on the day of the accident, if physically able to do so.
- ii)** Each vehicle accident involving a Collex employee will be assessed by the Company on its merits. If a Collex employee is found to be at fault in a vehicle accident, then a warning may be issued (as per the Disciplinary Action Procedure), depending on the seriousness of the matter. The driver will also receive counselling and suitable driver training.
- iii)** If a driver is found guilty of serious breaches of the law, resulting in loss of licence, the action taken by the Company will be at its discretion and includes termination (with no precedent).

13 DISCIPLINARY ACTION PROCEDURE

Any employee breaching the provision of the EBA, the Award, Company Policy, or Legislation etc will be subject to disciplinary action. The extent of this action will fairly reflect the seriousness of each incident.

- i)** Written warnings will be given. Termination of employment may occur after a final written warning at the discretion of the Company. Nothing within this clause will prevent the Company terminating employment where gross or serious misconduct has occurred.
- ii)** A third written warning is a final written warning. Serious misconduct may lead to a final written warning directly. Written warnings will include a period for which they are active, of not less than 1 year. Should an employee attract further disciplinary action after a final warning has been issued and during active period then the employee will, solely at the Company's discretion, be dismissed.

- iii) If a situation arises where an employee behaves recklessly or engages in conduct which potentially threatens the company's business then the company may issue the employee with a Final Warning or in the most serious of cases terminate the employment of the employee concerned.

14 UNIFORMS

Work clothing will be issued annually (in October) and damaged clothing will be replaced on a new for old basis.

15 OPERATIONAL REQUIREMENTS

Employees to the satisfaction of the Company shall undertake the following list of workplace and contract specific requirements.

- i) Employees must bundle on and off at the start and end of each shift respectively.
- ii) Employees will wear the uniform supplied by the Company.
- iii) Employees must contact the Supervisor at least one hour before the commencement of their shift if they are unable to attend due to illness or other reason. Annual Leave must be scheduled in agreement with the Company at least seven (7) days prior to commencement.
- iv) Drivers must comply with all road rules applying to heavy vehicles and the general public. Vehicles must be driven in a safe manner that avoids undue wear and tear.
- v) Employees will carry out all duties as reasonably directed by the Company.
- vi) All loads will be tipped prior to completing the shift as directed by the Supervisor.
- vii) All operations are to be undertaken in a manner that complies with relevant OH&S standards and that does not place any employee, customers or member of the general public at risk of injury. This includes wearing all necessary personal protective equipment.
- viii) Employees shall report safety concerns to the Supervisor.
- ix) Employees are to be courteous to other employees, customers and the general public and act in a manner that is deemed acceptable to the Company.
- x) All reporting and recording aspects of the Vehicle Accident Policy must be adhered to. No 'not at fault' motor vehicle accidents will be recorded against the employee.
- xi) Vehicle cabins must be cleaned and tidy prior to completing the shift. For vehicles manned with crews, this responsibility rests with the entire crew.
- xii) Trucks must be washed weekly or more frequently as directed. For vehicles manned with crews, this responsibility will rest with the entire crew. When a dedicated truck washer is available, this responsibility will rest with the truck washer.
- xiii) All collection containers are to be returned to the collection point after.
- xiv) All collections are to be made without loss or damage to customer's, resident or other third party owned property. Where an employee is responsible for causing damage, this is to be reported to the Supervisor and the necessary records completed before the end of the shift.

- xv)** All drivers are required to complete a DVR report at the start and end of each shift respectively.
- xvi)** All employees will maintain a reasonable level of productivity. Each work group and employee will have their level of productivity measured from time to time. Where the level of productivity is deemed by Collex Management, or employees, to be inadequate, the matter will be referred to the consultative committee, as per clause 9.10.7, for further review and recommended actions. These actions may include transfer of duties or other remedial action.
- xvii)** Employees are to take appropriate steps to contain any spill (using equipment supplied) and assist in cleaning up any remnants. Employees shall contact their supervisor immediately that a spill occurs.
- xviii)** Onboard Vehicle Monitoring & Bin Identification Systems (where fitted)
If Collex decides to implement an Onboard Vehicle Monitoring System or a Bin Identification System the employees will cooperate to ensure that such systems work effectively.

16 CLOSED AGREEMENT

The parties agree that that there shall be no further claims for remuneration increases of any kind other than those detailed in Schedule of Rates whilst this agreement is in force.

17 EXECUTION

Signed for and on behalf of **COLLEX PTY**)
LTD in the presence of:)
)
)
)
)

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

Appendix 1

Rates of Pay shall be increased as follows:

1. From 15 July 2005 increase by 5%
2. From 15 July 2006 increase by 5%
3. From 15 July 2007 increase by 5%

Appendix 2

Enfield Site Arrangements

Hours of Work

- 1** All employees will, by agreement, continue to be offered the current 8 +1 arrangement.
- 2** Employees agree as a condition of agreement to the wage increases that are contained in Attachment 1 to maintain company vehicles both inside and out in a clean and tidy state.
- 3** This will include a minimum of weekly washing to the exterior by the driver of the allocated vehicle.