

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/160

TITLE: Collex/TW.U. Heads of Agreement

I.R.C. NO: 2002/1251

DATE APPROVED/COMMENCEMENT: 22 March 2002/1 July 2000

TERM: 1 December 2002

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 10 May 2002

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged pursuant to the Transport Industry Trade Waste (State) Award and the Transport Industry Waste Collection and Recycling (State) Award

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

WASTE INDUSTRY HEADS OF AGREEMENT

1. TITLE

This agreement shall be known as the Collex / T.W.U. Heads of Agreement.

2. PARTIES

The Parties to this Agreement shall be: "Collex Pty Ltd"
(*"The Company"*).

And

The Transport Workers' Union of Australia, New South Wales Branch
(*"The T.W.U."*).

3. DEFINITIONS

"Employee" means all Transport Workers' covered by classifications referred to in the N.S.W. Trade Waste Award and the N.S.W Waste Collection and Recycling Award.

4. OBJECTIVES

The objectives of this agreement are to:

- Enhance the productivity and efficiency of the company's operations.
- "Commitment" by the Parties to provide and partake in training of Transport Workers in the Industrial Rights, Occupational Health and Safety and Vocational Skills.
- Provide Transport Workers with a just measure of Income and Entitlements Protection.

5. COMMITMENT

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

- i. The full-time engagement of its Transport Workers.
- ii. Utilise full-time employees to their full capacity before casual or part time employees.
- iii. Positively support the making of the determination under the Industrial Relations Act 1996 for Sub Contractors Carrying out Domestic Waste Collections.
- iv. Ensure that all employment and labour hire agencies pay site rates and abide by all lawful requirements (including but not limited to Occupational Health and Safety).

Registered
Enterprise Agreement

Industrial Registrar

- v. Existing Enterprise Agreements shall be registered in the Industrial Relations Commission of NSW in conjunction with the Heads of Agreement. The Heads of Agreement, over riding any inconsistency between the Industrial Instruments.

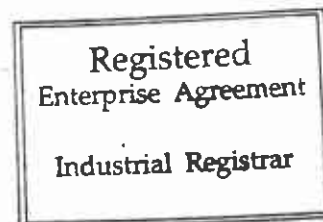
6. TRAINING

The Company will promote Vocational Training, Occupational Health and Safety Training, Safer Work Practices, knowledge of the Award and other Industrial Entitlements.

i. Compulsory Induction Training.

(a) Prior to a new employee commencing work with the company the employee shall be trained in:

- Occupational Health and Safety.
- Vocational.
- Industrial Rights



ii. Ongoing Training.

Upon entering this Agreement the Company Agrees:

- (a) To authorise all Transport Workers elected to OH + S Committees to attend a Committee Training Course (as per Section 25 (2) N.S.W. OH + S Act, 1983) as soon as practicable within 3 months of being elected to such position. Further the Company will establish an OH + S Committee all work places with less than 20 employees at the request of transport workers.
- (b) To provide existing Transport Workers with the opportunity and time to attend an agreed two-hour Safety and Industrial Rights Course conducted on site or other agreed place and time. This two hours will be paid at standard rates.
- (c) To provide a maximum of 76 hours per annum of agreed union training for current level of Delegates and Co-Delegates (refer to Attachment B).
- iii. The Company shall pay for the training referred to in clause 6. Further, attendees shall receive no less than their usual pay including incentives where applicable whilst attending such courses.
- (a) Any additional agreed training will be at mutually agreed rates not exceeding prescribed penalty rates.
- (b) This agreement at no time undermines the key principles of job and finish as prescribed in the current industrial agreements.

7. MEASURE TO INCREASE EFFICIENCY

- i. The parties have agreed that in order to develop a more efficient and productive enterprise it is necessary to create a Co-operative work environment and to adapt to changes in the workplace or rationalisation in the work practices with appropriate consultative mechanism involving the company, the T.W.U. and employees.

8. RATES OF REMUNERATION FOR EMPLOYEE TRANSPORT WORKERS

The Company agrees that increases in rates of pay shall be as follows:

1.
 - (a) On variation to the NSW Trade Waste Award and the NSW Waste Collection and Recycling Award of 10% a 3% increase to award rates made payable.
 - (b) Any variation less than 10% increase to award rates increase shall be pro rata.
 - (c) If no variation to the award is made prior to 1st July 2001, 3% shall be made payable in addition to the 3% payable on that date.
 - (d) On completion of the 10% award movement any further variation to the award of 3% or greater, an additional 3% payment shall be made.
 - (e) If no further variation of 3% or greater is made by 1st December 2002, 3% to be made payable.
- i. The wage rates contained in the schedule do not include allowances. Allowances as prescribed by the award shall be paid to employees.

9. MUTUAL PROTECTION

- i. Nothing in this agreement precludes discussion and possible further agreement at any stage between the parties, in respect of wage rates and adjustments thereto, in the following circumstances: (i.) Where the GST impact on inflation is very significantly higher than was expected in December 1999, the Union may raise the matter; or (ii.) Where the contract or operation experiences commercial or profitability difficulties, the Company may raise the matter.

10. INCOME AND ENTITLEMENT PROTECTION

- i. All transport workers covered by this agreement who are members of the T.W.U. shall be covered by an approved Sickness and Accident Income Protection Plan ("The Plan"), as provided by Chifley Insurance (a division of Lowe Littmann Bott Pty Ltd) Brokers or other such Plan as agreed by the parties.
 - (a) Those yards, who by agreement vote to partake in Accident and Sickness Protection Plan, the Company shall provide weekly deduction facilities.
 - (b) The company shall from 1st July 2000, pay an increase of 0.5%. On 1st July 2001, a further 0.5% made payable. Subject to clause 8 (Part D & E), the final 0.5% shall be made payable.
 - (c) The administration of the above mentioned scheme shall be the responsibility of the members and T.W.U.
- ii. The Company agrees to negotiate with the Union to provide a scheme to protect its employees accrued entitlements.

11. SETTLEMENTS OF DISPUTES



- i. The parties have agreed that the following settlement of disputes procedure shall apply:
- (a) The matter should first be discussed at the workplace level between transport workers and relevant management. If an employee so requests the T.W.U. delegate will be involved in such discussion;
 - (b) If the matter is still not settled discussions shall occur between the appropriate T.W.U. official and management;
 - (c) If the matter is still not settled it shall be discussed between the Branch Secretary (or nominee) of the T.W.U. and the Company;
 - (d) 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;
 - (e) 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.
- ii. At all time during any dispute, work will continue normally, free of stoppages, bans or limitations and this procedure will be followed by all parties to this agreement.
- iii. This settlement of disputes procedure will apply to any dispute or claim (whether it arises out of the operation of this Agreement or not) regarding the wages or conditions of engagement of transport workers engaged by the Company.

12. SUPERANNUATION

The Company continues to support the T.W.U. superannuation Scheme as its main provider of benefits to transport workers, not with standing its legislative requirements.

13. OPERATION OF THIS AGREEMENT

This agreement comes into effect on 1st July 2000, and shall remain in force until the 1st December 2002.



14. EXECUTION

Signed for and on behalf of the Company:

.....
(Signature) *JP*

.....
(Name) *JIM PERRY*

.....
(Witness) *[Signature]*

.....
(Date) *21/7/00*

Signed for and on behalf of
The Transport Workers' Union of
Australia, New South Wales Branch

.....
(Signature) *[Signature]*

.....
(Name) *AUSHELLON*

.....
(Witness) *[Signature]*

.....
(Date) *27. 7. 2000*



Waste Industry Award Claim Schedule of Rates

Transport Industry Trade Waste (State) Award

Pay Increase Subject to Clause 8 of Heads of Agreement.

Item Number	Award Rate	5% x5% Award Increase	3% Increase	3% Increase	3% Increase
Item 1	\$458.20	\$505.1655	\$520.3205	\$535.9301	\$552.008
Item 2	\$537.60	\$592.704	\$610.4851	\$628.7997	\$647.6637
Item 3	\$565.20	\$623.133	\$641.827	\$661.0818	\$680.9143
Item 4	\$580.60	\$640.1115	\$659.3148	\$679.0943	\$699.4671
Item 5	\$590.00	\$650.475	\$669.9893	\$690.0889	\$710.7916
Item 6	\$602.90	\$664.6973	\$684.6382	\$705.1773	\$726.3326
Item 7	\$608.50	\$670.8713	\$690.9974	\$711.7273	\$733.0791
Item 8	\$637.40	\$702.7335	\$723.8155	\$745.53	\$767.8959
Item 9	\$684.60	\$754.7715	\$777.4146	\$800.7371	\$824.7592

Transport Industry Waste Collection and Recycling (State) Award

Classification

GradeA1	\$427.50	\$471.3188	\$485.4583	\$500.0221	\$515.0227
GradeA2	\$460.70	\$507.9218	\$523.1594	\$538.8542	\$555.0198
Grade A3	\$485.20	\$534.933	\$550.981	\$567.5104	\$584.5357
GradeA4	\$510.40	\$562.716	\$579.5975	\$596.9854	\$614.895
Grade B1	\$493.50	\$544.0838	\$560.4063	\$577.2185	\$594.535
Grade B2	\$506.50	\$558.4163	\$575.1687	\$592.4238	\$610.1965
Grade B3	\$525.20	\$579.033	\$596.404	\$614.2961	\$632.725
Grade B4	\$536.70	\$591.7118	\$609.4631	\$627.747	\$646.5794
Grade B5	\$560.40	\$617.841	\$636.3762	\$655.4675	\$675.1315
Grade B6	\$576.40	\$635.481	\$654.5454	\$674.1818	\$694.4072
Grade B7	\$577.00	\$636.1425	\$655.2268	\$674.8836	\$695.1301
Grade B8	\$611.70	\$674.3993	\$694.6312	\$715.4702	\$736.9343



Attachment "B"

Number of delegates per site as agreed:

Camelia – Industrial Liquid: 2
Camelia – Domestic: 2
Warringah – Domestic: 2
Ryde – Domestic: 2
Randwick – Domestic: 2
Moons/Alexandria – Domestic: 5
Newcastle – Domestic: 2
Enfield – Industrial: 2
Ku Ring Gai/Gordon - Domestic: 2
Rockdale – Domestic: 2



21st July 2000

WITHOUT PREDJUDICE

The elected negotiating team of Transport Workers Union Delegates representing all of the Collex Business agree to recommend the negotiated Heads of Agreement to rank and file Transport Workers Union members at work place meetings as soon as practical.

Signed



Steven J. Narak
.....
A. Lettis
.....
[Signature]
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[Signature]
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