

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/127

**TITLE: Collex Pty Ltd Ku-Ring-Gai Domestic Waste, Recycling & Green Waste Services EBA 2005**

**I.R.C. NO:** IRC5/1558

**DATE APPROVED/COMMENCEMENT:** 4 April 2005 / 1 January 2005

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 10 June 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 15

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Collex Pty Ltd, located at Level 4, 65, Pirrama Road, Pyrmont, NSW, 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 KU-RING-GAI DOMESTIC WASTE RECYCLING AND GREEN WASTE SERVICES EBA 2005**

## **1. Title**

This Agreement shall be known as the COLLEX PTY LTD KU-RING-GAI DOMESTIC WASTE, RECYCLING & GREEN WASTE SERVICES EBA 2005

## **2. Parties Bound**

The parties to this Agreement are:

COLLEX PTY LTD of Level 4, 65 Pirrama Road, Pymont 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**

This Agreement covers all employees of Collex Pty Ltd operating in the Ku-ring-gai Domestic Waste, Recycling & Green Waste contract who are employed under classifications contained in the Transport Industry - Waste Collection and Recycling (State) Award.

This agreement shall be read and interpreted wholly in conjunction with the Transport Industry - Waste Collection and Recycling (State) Award and the relevant Industry Code of Practice, as varied, 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 which may have been in place.

Enterprise Agreements and Labour Hire Agencies

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 engaged on the Ku-ring-gai contract. 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**

The parties intend through this Agreement to implement an annual salary and bonus package to achieve the following aims:

- (i) To secure an income for the Company's employees in excess of award provisions.
- (ii) To provide the framework to ensure that employees are rewarded for meeting the service delivery conditions specified in the Ku-ring-gai Domestic Waste, Recycling & Green Waste contract.
- (iii) To provide security for Collex and its employees through this agreement that is designed to ensure that the conditions of in the Ku-ring-gai Domestic Waste, Recycling & Green Waste contract are met in full. This will, in turn, maximise the contract duration and increase the probability of Collex successfully retaining the work when it is retendered.

## **5. Definitions**

"Award" means Transport Industry - Waste Collection and Recycling (State) Award as varied from time to time.

"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.

"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 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).

"Salary" means the annual remuneration in the table column marked Salary contained in the Schedule of Rates in this agreement. This amount includes Transport Industry - Waste Collection and Recycling (State) Award allowances for Disability and in Lieu of additional sick pay.

"Annual Leave Loading" means accrued annual leave taken during this agreement will attract a loading in accordance with the following formula:

$$((\text{Base Salary} / 52) - \$10.80) \times 0.25$$

This loading will apply to each week of leave taken. This loading will be paid pro rata on leave durations of less than one full week.

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 multiskilling 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 or internal subcontractors to their full capacity before casual or part-time employees are engaged;

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.

## **7. 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:

### **7.1. Induction Training**

7.1.1. 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 (which will include the Union delegate)

7.1.2 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 (2) shall be entitled to ten (10) days paid leave in their first calendar year in their role as delegate and five (5) days paid leave in subsequent years, to attend training courses agreed to between the Company and the Union. This entitlement relates to an individual and is not transferable.

## **8. Measures to Increase Efficiency and Productivity**

8.1. 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.

## **9. 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.

### **9.1. Hours of Work**

9.1.1. 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.

- 9.1.2. 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 be paid out quarterly in March, June, September and December.
- 9.1.3. New permanent employees, after the date of signing this Agreement, will not be eligible for rostered days off. Those eligible for rostered days off are listed in the attachment to this agreement.
- 9.1.4. Hours of employment will be as per clauses 8(i) and 8(vi) of the Award.
- 9.1.5. The majority of employees will be expected to work their ordinary hours from Monday through Friday. Any alternative to this will be as per clauses 8(ii), 8(v) or 8A of the Award.
- 9.1.6. 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 as necessary.
- 9.2. Casual Employees
- 9.2.1. A casual employee shall be paid an hourly rate being 1/40th 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.
- 9.2.2. 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.
- 9.2.3. Casual employees will be paid only for those hours worked. A minimum payment of four hours shall be paid.
- 9.2.4. Where casual or other employees are engaged by labour agencies the salary rates contained in the Schedule of Rates to this Agreement shall continue to apply.
- 9.2.5. The employment status of casuals will be reviewed after their first 3 months of employment
- 9.3. Weekend Work
- 9.3.1. 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.
- 9.4. Public Holidays
- 9.4.1. The bonus described in Schedule of Rates will be paid for work on a gazetted Public Holiday in addition to the 7.6 ordinary hours.
- 9.5. Payment of Wages
- 9.5.1. 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.
- 9.5.2. The employer shall take all reasonable steps (within its control) to avoid any late payment.

9.6. Rest Period

9.6.1. All employees 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.

9.7. Sick Leave

9.7.1. Sick leave will apply in accordance with the Award provided that in August 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 September 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.

9.7.2. 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.

9.8. Annual Leave

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

9.8.2. 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.

9.9. Long Service Leave

9.9.1. 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.

9.10. Remuneration Package

9.10.1. Employees are to be multi-skilled in the operation of all equipment wherever possible. Employees will rotate job functions at the direction of the Company to suit the needs of the business. Employees will be remunerated at the rate applicable to the Award grading appropriate to the duties carried out on a particular day, provided that no employee will receive a rate of pay less than their permanent classification, ie. the hourly rate an employee receives whilst on sick leave etc.

9.10.2. In cases where employees work under 2 or more grading categories on a particular day the employee will be paid at the rate applicable to the Award grading for which the majority of the work was carried out at on that day. This clause may be suspended at the discretion of the supervisor

- 9.10.3. Employees will be required to assist each other to ensure that the allocated work for a particular day is completed on the basis of a team finish. Drivers will be required to assist each other with the completion of the day's work allocated to a particular system prior to finishing. This clause may be suspended at the discretion of the supervisor.
- 9.10.4. The company will take all reasonable steps to ensure workloads are evenly distributed across the workforce.
- 9.10.5. In the event of absenteeism, remaining personnel will cover work or relieve in whatever area of the operation they are required, if no other relief operator is available. Where 4 side loading drivers cut out a run, each driver will be paid an additional payment of \$60 for that day in addition to their normal wages and bonus for the day. Where 3 side loading drivers cut out a run, each driver will be paid an additional payment of \$80 for that day. Where rear end loader runs are cut out, drivers completing the work will be paid overtime at the rate of time and one half for the first two hours and double time thereafter. Where additional work to meet the operational requirements of the contract is required to be completed on a day, excluding a full run cut-out, and employees are still within their ordinary hours, the work must be completed up to the completion of ordinary hours with no additional payment. Overtime will be paid after this time when worked. Garbage and recycling sideloader runs, and green waste sideloader runs in the summer months, are excluded from this requirement on the basis of their team finish.
- 9.10.6. The parties agree that in order for the team finish principle to be beneficial to both parties, it is imperative to have the right people in the right roles. This will ensure that the company achieves its goal of having all work completed in accordance with the bonus system concept incorporated in this agreement. Consequently employees are able to maximise their earnings and minimise their time in the field by working alongside colleagues with similar skill levels.
- 9.10.7. As per 9.10.6 above, a consultative committee comprising two (2) employee representatives and two (2) Company representatives will be formed to review the performance of the team finish concept. Either party may bring concerns to the committee for review. The committee will meet as required or agreed to by committee members.

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

The salary rate divided by 2080.

#### 9.11. Emergency Call Out

- 9.11.1. 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.

### **10. Rates of Remuneration for Employee Transport Workers**

- 10.1. The Company shall pay to employees covered by this Agreement the annual salary, bonuses and annual increases detailed in the Schedule of Rates to this Agreement.

### **11. Income Protection**

- 11.1. Income Protection will apply to all transport workers covered by this Agreement who are 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 financial contributions to the employee up to 1.5% of the employee's gross ordinary remuneration.
- 11.2. Employees must supply documentation annually on 1st July or the closest business day to 1st July where 1st of July falls on a non business day (or upon request) to the Company to demonstrate that they are active members of and financially contributing to the Plan.

## **12. 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.

## **13. Superannuation**

- 13.1. The Company agrees to make monthly contributions (for employees of the Company at the making of this Agreement) to their existing Superannuation Fund. All new employees (ie. those employees commencing with Collex after the making of this Agreement) will have contributions made to the TWU Superannuation Fund.
- 13.2. For the purposes of determining ordinary time earnings of transport workers the following shall be applied: Daily and public holiday bonuses, over award or agreement payments, shift loadings and the like, as per the Australian Tax Office Superannuation Guarantee Ruling SGR 94/4.

## **14. Blood Donor Leave**

- 14.1. 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.
- 14.2. A transport worker taking the leave referred to in sub-clause 14.1 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.
- 14.3. 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.



## **15. 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.

## **16. Meal Allowance**

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. Meal Allowances will not be paid for weekend work where the employee is working an overtime shift, ie. a shift additional to their rostered days for that week.

## **17. 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.

## **18. Union Recognition and Union Membership**

- 18.1. 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.
- 18.2. 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.
- 18.3. 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.
- 18.4. 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.
- 18.5. In recognition of the Company making the provisions of Clause 18.1 to 18.4 the Union warrants that the disputes resolution provisions of this agreement will be followed during the period that this agreement is active.

## **19. 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 relating to:

- 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.

## **20. Operation of This Agreement**

This Agreement comes into effect on the date of signing and shall remain in force for a period of three (3) years. The three (3) years will commence on the date of registration with the NSW IRC or 1 January 2005, whichever date is the earlier. Where this Agreement is silent the provisions of the Award shall apply.

## **21. 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.

## **22. 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).

## **23. Disciplinary Action Procedure**

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

- i) Written warnings will be given. Termination of employment may occur after three (3) written warnings at the discretion of the Company. Nothing within this clause will prevent the Company terminating employment where gross or wilful misconduct has occurred.
- ii) When final written warnings are issued, they will be active for a two (2) year period. If no further incident occurs within that two (2) year period, the employee will return to a "clean slate" situation.
- iii) If a situation arises where it is proved that there has been or there is serious risk to operations or personnel, then a final letter of warning may be issued.

## **24. Uniforms**

Work clothing will be issued annually and damaged clothing will be replaced on a new for old basis. Two sets of joggers will be issued on the anniversary date of the contract, with all subsequent issues being on a new for old basis.

## **25. Leave Reserved**

Leave is reserved for the Union to seek to negotiate the following items during the life of this Agreement:

A provision to cover the issues of Use of Supplementary Labour and Contracting Out

A provision to cover the issue of Reasonable Working Hours

A provision to cover the issue of the Chain of Responsibility

## **26. Contract Compliance**

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

- i) Employees must bundy 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, Council staff 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, Council staff 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) Collection start times agreed to with Council will be adhered to by all employees. Where there is a dispute regarding occupational health and safety relating to start times, Collex Management, employees and the Council will conduct risk assessments to determine the appropriate operating times and level of risk.
- xiv) Collection containers are to be fully emptied, then immediately returned to the collection point in the same order and condition. Where a collection container is obstructed, due to a parked car or some other obstacle, the employee is to retrieve the collection container for emptying when it is safe to do so.

- xv) All collection containers are to be returned to the collection point after emptying in an upright position with the lid closed.
- xvi) All collections are to be made without loss or damage to Council, 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.
- xvii) Where the contents of a bin have been spilt or scattered (whether by the employee, some other person or an animal), employees are to clean up the spilt material and ensure the area surrounding the collection point is left in a clean and tidy condition. It is the Company's responsibility to ensure appropriate cleaning and personal protective equipment is supplied. Where excessive problems occur, these locations must be notified to the Supervisor.
- xviii) Employees are not to leave collection containers on the road surface before or after servicing, except where the topography of the land requires that the collection point is the road surface. In these circumstances, the collection container is to be returned to a position where it will not cause obstruction to other road users.
- xix) Employees shall report all broken and unserviceable bins to the Supervisor for repair and replacement.
- xx) Employees will identify, record and report incidences of contamination (eg green waste and recycling collections). At the Supervisors request, drivers and runners shall check collection containers prior to servicing.
- xxi) Where collection containers are not presented, or material is not collected for another reason, the employee is to either advise the office over the 2-way system or record appropriate details (such as the date, address and service type) and provide this to the Supervisor before completion of the shift.
- xxii) Where material is not collected, the employee is to attach to the collection container or item or place in the letterbox a card/sticker supplied by Council detailing the reasons for non-collection.
- xxiii) All drivers are required to complete a DVR report at the start and end of each shift respectively.
- xxiv) 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 disciplinary action.
- xxv) Where contamination of recyclable commodities is evident, the employee shall not empty the contents and will place a non-collection notice on the collection container. Such instances shall be recorded and reported to the Supervisor.
- xxvi) Any oil, fuel or other spills arising from collection operations are to be reported to the Supervisor immediately. Employees are to take appropriate steps to contain the spill (using equipment supplied) and assist in cleaning up any remnants.

#### Litter Bin & Commercial Waste collections

- xxvii) At the time of collection, employees shall record on a daily 'run sheet' when each service has been completed.
- xxviii) At the time of collection, employees will collect any waste within a one (1) metre radius of bins that can be safely handled by one person. It is the Company's responsibility to ensure appropriate cleaning and personal protective equipment is supplied.
- xxix) Employees shall report to the Supervisor sites where the frequency of emptying is inadequate or bins are under utilised. Such reports shall also indicate any unauthorised use of bins, for instance the dumping of residential waste.

- xxx) Employees shall record and report any missing or damaged bins, stands or enclosures.
- xxxii) Bins shall be fully emptied and returned to the collection point in an undamaged condition. This includes locking bins in stands or returning bins to hides and locking the door. All gates and barriers are to be locked when servicing is complete.
- xxxiii) When servicing bins, vehicles shall be driven around the perimeter of reserves or along sidelines and shall not traverse any other part of reserves.

**Onboard Vehicle Monitoring & Bin Identification Systems (where fitted)**

- xxxiv) Drivers shall log on and off the onboard computer at the start and end of each shift respectively.
- xxxv) Drivers must report any difficulties with the use or operation of the onboard computer system.
- xxxvi) Drivers must log information, as directed, into the on-board computer including such events as overfull, damaged, contaminated or non-presented collection containers.
- xxxvii) Drivers shall assist in checking and recording collection containers that are not tagged or that are not reading properly.

**27. 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.

**28. 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:

**SCHEDULE OF RATES**

The following remuneration structure is a salary style annual remuneration package and a bonus scheme. The bonus scheme is a substantial part of an overall package designed to ensure that the requirements of the Ku Ring Gai Contract are met whilst ensuring that the employees can ensure remuneration well in excess of the award and industry standards.

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

From first pay period after the signing of the agreement

Grade	Description	Salary
Grade A4	Loaders, Runners, Bin Delivery and Repair Driver	\$ 34,340
Grade B5	Rear Loading Vehicle Drivers	\$ 37,283
Grade B6	Side Loading Vehicle Drivers	\$ 39,245
Grade B6	Side Loading Vehicle Driver- Trade Waste	\$ 39,245

From first pay period commencing after 1 July 2005

Grade	Description	Salary
Grade A4	Loaders, Runners, Bin Delivery and Repair Driver	\$ 35,199
Grade B5	Rear Loading Vehicle Drivers	\$ 38,215
Grade B6	Side Loading Vehicle Drivers	\$ 40,226
Grade B6	Side Loading Vehicle Driver- Trade Waste	\$ 40,226

From first pay period commencing after 1 September 2005

Grade	Description	Salary
Grade A4	Loaders, Runners, Bin Delivery and Repair Driver	\$ 36,057
Grade B5	Rear Loading Vehicle Drivers	\$ 39,147
Grade B6	Side Loading Vehicle Drivers	\$ 41,207
Grade B6	Side Loading Vehicle Driver- Trade Waste	\$ 41,207

From first pay period commencing after 1 September 2006

Grade	Description	Salary
Grade A4	Loaders, Runners, Bin Delivery and Repair Driver	\$ 37,860
Grade B5	Rear Loading Vehicle Drivers	\$ 41,105
Grade B6	Side Loading Vehicle Drivers	\$ 43,268
Grade B6	Side Loading Vehicle Driver- Trade Waste	\$ 43,268

From first pay period commencing after 1 September 2007

Grade	Description	Salary
Grade A4	Loaders, Runners, Bin Delivery and Repair Driver	\$ 39,753
Grade B5	Rear Loading Vehicle Drivers	\$ 43,160
Grade B6	Side Loading Vehicle Drivers	\$ 45,431
Grade B6	Side Loading Vehicle Driver- Trade Waste	\$ 45,431

**Salary Increases:**

Collex agrees to increase the salaries as noted in the previous tables. These salary increases represent compounding 5% increases each year.

**Bonus Payments:**

Side Loading Vehicles Garbage Collection.

Each permanent employee Side Loading Vehicle Operator (Garbage collection) will be entitled to a bonus payment based upon completion of all collection work for the day which includes any missed services carried over from the previous day.

The bonus payment will be \$50 per day (Based upon 48 working weeks in the year an additional payment of \$12,000 is achievable.). A further bonus payment on all public holidays falling on a working day will be \$200 except for Christmas Day, which will be \$400. The Public Holiday bonus payment will be made instead of any penalty rate payments.

Side Loading Vehicle Operators will block finish.

5 Side Loading Vehicles will be allocated to the collection of Domestic Garbage.

1 Side Loading Vehicle will be allocated to the collection of Trade Garbage. (The driver of this vehicle will be paid an afternoon shift loading of 20% for commencing work between 4.00pm and midnight.)

All allocated collections for that day of the contract must be completed.

Missed services \* in excess of 3 in one day for any individual driver will disqualify that driver from payment.

Missed services\* in excess of a total of 15 in the Side Arm Garbage Collection Service for a day will disqualify all Side Loading Garbage Collection Vehicle Operators from the bonus for that day.

All contract specific requirements listed in this agreement must be met to the satisfaction of the Supervisor in order to qualify for the bonus payment.

\* Missed services are defined by the Council as bins missed and those which have not been identified as not able to be serviced by the relevant driver (Contaminated, overfull, not presented etc.)

#### Side Loading Vehicles Non Garbage Collection.

Each permanent employee Side Loading Vehicle Operator (Non Garbage collection) will be entitled to a bonus payment based upon completion of all collection work for the day which includes any missed services carried over from the previous day.

The bonus payment will be \$50 per day (Based upon 48 working weeks in the year an additional payment of \$12,000 is achievable.). A further bonus payment on all public holidays falling on a working day will be \$200 except for Christmas Day, which will be \$400. The Public Holiday bonus payment will be made instead of any penalty rate payments.

Side Loading Vehicle Operators will block finish.

3 Side Loading Vehicles will be allocated to the collection of Green Waste.

5 Side Loading Vehicles will be allocated to the collection of Recyclables.

All allocated collections for that day of the contract must be completed.

Missed services \* in excess of 3 in one day for any individual driver will disqualify that driver from payment.

Missed services\* in excess of a total of 9 in the Side Arm Greenwaste Collection Service for a day will disqualify all Side Loading Greenwaste Collection Vehicle Operators from the bonus for that day.

Missed services\* in excess of a total of 15 in the Side Arm Recycling Collection Service for a day will disqualify all Side Loading Recycling Collection Vehicle Operators from the bonus for that day.

All contract specific requirements listed in this agreement must be met to the satisfaction of the Supervisor in order to qualify for the bonus payment.

\* Missed services are defined by the Council as bins missed and those which have not been identified as not able to be serviced by the relevant driver (Contaminated, overfull, not presented etc.)

#### Rear Loading Vehicle Drivers.

Each permanent employee Rear Loader Driver will be entitled to a bonus payment based upon completion of all collection work for the day which includes any missed services carried over from the previous day.

The bonus payment will be \$30 per day (Based upon 48 working weeks in the year an additional payment of \$7200 is achievable.). A further bonus payment on all public holidays falling on a working day will be \$200 except for Christmas Day, which will be \$400. The Public Holiday bonus payment will be made instead of any penalty rate payments.

8 Rear Loading Vehicles will be allocated to the collections

All allocated collections for that day of the contract must be completed.

Missed services \* in excess of 5 in one week for any individual driver will disqualify that driver from payment.

All contract specific requirements listed in this agreement must be met to the satisfaction of the Supervisor in order to qualify for the bonus payment.

\*Missed services are defined by the Council as collections missed and those which have not been identified as not able to be serviced by the relevant driver (Not properly presented, incorrect materials presented etc).

#### Runners

Each permanent employee Runner will be entitled to a bonus payment based upon completion of all collection work for the day which includes any missed services carried over from the previous day.

The bonus payment will be \$30 per day (Based upon 48 working weeks in the year an additional payment of \$ 7200 is achievable.). A further bonus payment on all public holidays falling on a working day will be \$200 except for Christmas Day, which will be \$400. The Public Holiday bonus payment will be made instead of any penalty rate payments.

All allocated collections for that day of the contract must be completed.

Missed services \* in excess of 5 in one week for any individual crew will disqualify that crew from payment.

All contract specific requirements listed in this agreement must be met to the satisfaction of the Supervisor in order to qualify for the bonus payment.

\* Missed services are defined by the Council as collections missed and those which have not been identified as not able to be serviced by the relevant driver (Not properly presented, incorrect materials presented etc).

#### Bin Delivery and Repair

A bonus payment on all public holidays falling on a working day will be \$200 except for Christmas day, which will be \$400. The Public Holiday bonus payment will be made instead of any penalty rate payments.

#### General

The parties agree that run changes will be negotiated and co-ordinated as necessary to maximise the efficiency of team finish in each of the work groups. This may include increasing or reducing the number of runs or personnel required on any day based on seasonal, growth or other changed factors.

The parties further agree that bonus payments will not be withdrawn without consultation. If there is a dispute over the withdrawal of a bonus payment, it will be referred to the committee for review prior to any action being taken.