

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/225

TITLE: **Kingston Waste Management/Transport Workers' Union
of Australia (NSW Branch) Heads of Agreement 2005**

I.R.C. NO: IRC5/3507

DATE APPROVED/COMMENCEMENT: 19 July 2005 / 19 July 2005

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**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 9 September 2005

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Kingston Waste Management, (on behalf of Sita Environmental Services) located at 79-83 Falconer Street, West Ryde, NSW 1685, in the sections of the Elizabeth Drive Landfill Operations (Kemps Creek), who fall within the coverage of the Transport Industry Waste Collection and Recycling (State) Award.

PARTIES: Kingston Waste Management -&- the Transport Workers' Union of New South Wales

KINGSTON WASTE MANAGEMENT/TRANSPORT WORKERS' UNION OF AUSTRALIA (NSW BRANCH) HEADS OF AGREEMENT

Index

1. Title
2. Parties
3. Operation
4. Definitions
5. Commitment
6. Training
7. Measures to Increase Efficiency
8. Conditions Of Engagement
9. Rates Of Remuneration For Employee Transport Workers
10. Income and Entitlement Protection
11. Settlement of Disputes
12. Superannuation
13. Transport Industry - Training Education and Industrial Rights Council
14. Volunteer Emergency Services and Bush Fire Fighters' Leave
15. Meal Allowance
16. Employee Deductions
17. Union Recognition and Delegates' Rights
18. Reasonable Work Hours
19. Job Security
20. Operation of this Agreement
21. No Extra Claims
22. Execution

1. Title

This Agreement shall be known as the Kingston Waste Management/Transport Workers' Union of Australia (NSW Branch) Heads of Agreement.

2. Parties

The parties to this Agreement shall be Kingston Waste Management ("KWM")

and

The Transport Workers' Union of Australia, New South Wales Branch ("The TWU").

3. Operation

This Agreement shall apply to those sections of the Elizabeth Drive Landfill Operations (Kemps Creek) managed by KWM on behalf of Sita Environmental Services.

4. Definitions

"Employee" means all Transport Workers covered by the classifications referred to in the NSW Waste Collection and Recycling Award.

"Industrial Rights Training". An awareness and understanding of the conditions and obligations that an employee would be entitled to under their Award, Enterprise Agreement, NSW Industrial Relations Act and other legislated matters of employment.

"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 2002 as varied from time to time in relation to employees whose employment falls within the scope of that Award.

"Terms and Conditions" of employment other than monetary rates means part A of the Transport Industry - Waste Collection and Recycling (State) Award 2002 in relation to employees whose employment falls within the scope of that Award. Agreement, as the Award reads at the date of this Agreement, provided that any clause that is inserted in said Award relating to the protection of employee entitlements after the date of the making of this Agreement shall also apply to the parties covered by this Agreement.

"Green Card" means General OHS Induction Training in accordance with Part 8.2 of OHS Regulation 2001

"Blue Card" means safety initiative for the transport and distribution industry, based upon the Transport and Distribution (TDT 1997) nationally recognised level 1 training competency

"Transport Workers" means any employee whose work is covered by this Agreement.

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

5. Commitment

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

Enhance the productivity and efficiency of KWM' operations.

Train 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.

Engage and utilise where practical Full Time employees to their full capacity before casual or part-time employees.

Positively support the making of the determination under the *Industrial Relations Act 1996*.

Ensure that all short term plant operators/labours transferred on a casual basis from other Kingston Divisions or engaged from labour hire agencies pay the equivalent of the site rates and abide by all lawful requirements (including but not limited to Occupational Health and Safety).

Enter into Enterprise Agreements that will be registered in the Industrial Relations Commission of New South Wales.

To register with the New South Wales Industrial Relations Commission the Kingston Waste Management / Transport Workers' Union of Australia (NSW Branch) Heads of Agreement.

6. Training

KWM will promote Vocational Training, Occupational Health and Safety Training, Safer Work Practices, knowledge of the Award and other industrial Entitlements.

KWM recognises its responsibility to provide a safe and healthy workplace for its employees and all other persons attending sites and accordingly agrees to train all transport workers covered by this Heads of Agreement in accordance with this clause.

(a) Induction Training

Prior to a new permanent employee commencing work with KWM the employee shall be trained in:

(i) Occupational Health and Safety

- (ii) Vocational Skills
 - (iii) Other Professional Training, and
 - (iv) Industrial Rights
- (b) General OHS Induction Training (Green Card)
- (i) Subject to subclause (iv) KWM will ensure that its employees who have not obtained a "Green Card" or alternatively a "Blue Card" will undertake the appropriate Training by not later than 30th June 2005. This Induction Training will:
 - be paid for by the employer
 - conducted by a licensed training provider nominated by the employer, and
 - the choice of the most appropriate training will be undertaken after due consideration to the requirements of the *OH&S Act 2000*, *OHS Regulation 2001*, the type of work performed on site and the specific needs of both the employer and its employees
 - (i) Subject to subclause (iv), persons currently employed by KWM, or new appointments, who have not received the training referred to in (i) above will have it arranged by KWM and will undertake the training at a time suitable to KWM. and
 - (ii) Subject to subclause (iv), in addition to the requirements contained in subclause (i) and (ii), KWM will arrange for a workplace safety assessment to be undertaken by an appropriately qualified person. KWM will ensure that each employee or contractor, who works at or in connection with the Elizabeth Drive Landfill Operations, receives appropriate induction training relating to the safety assessment.
 - (iii) Subclause (i) and (ii) will not apply if KWM already implemented occupational health and safety training that is equivalent to either General OHS Induction Training or TDT 1997 nationally recognised level 1 training competency.
 - (iv) If a KWM employee is required to undergo training in accordance with this Agreement, then KWM will pay the employee his flat hourly rate for actual hours spent by the employee in attending training, and will not include payment for any overtime or any other shift penalties or allowances.
- (c) Ongoing Training
- Upon entering this Agreement KWM agree;
- (i) To comply with all current Codes of Practices, Regulations, Worksafe Australia documentation and approved and recognised standards as a minimum requirement, so as to meet and comply with KWM's obligations under the *NSW Occupational Health & safety Act 2001*
 - (ii) To ensure that all Landfill Operators elected to O H & S Committees undertake appropriate training in accordance with Section 11.2 OHS Consultation - Code of Practice 2001, as soon as practicable within three months of being elected to such position. Further KWM will establish an O H & S Committee at the work place if the employees vote in the majority to establish such a committee.
 - (iii) To provide existing Transport Workers with the opportunity and time to attend a one-off two hour Safety and Industrial Rights Course conducted on site.
 - (iv) To provide the TWU delegate paid leave to attend accredited training in accordance with the Waste Collection and Recycling (State) Award and Enterprise Agreement. This is exclusive of time spent by elected consultative committee members on Enterprise Agreement negotiations.

For Enterprise Agreement negotiations current yard arrangements will apply, which provide for three one hour meetings per year at a time agreed between the company and union.

Any Enterprise Agreement negotiations required as a result of the above meetings between KWM, the TWU and on site delegates will be conducted at a time suitable to KWM. No reimbursements will be made to any individuals for their time spent in these additional discussions.

- (c) KWM shall pay for the training referred to in this clause. Further, attendees shall receive ordinary time earnings while attending such courses and will not receive payment for any overtime or any other shift penalties including or not limited to allowances, shift allowances or loadings they may otherwise be entitled to on any other normal day of work.

7. Measures to Increase Efficiency

The parties have agreed that, in order to develop a more efficient and productive enterprise, it is necessary to create a cooperative work environment and appropriate consultative mechanism involving KWM, the TWU and employees.

8. Conditions of Engagement

- (a) In relation to any matter in respect of which this Agreement does not make provision, the terms of the Award, any contract agreement or contract determination already in place shall apply to the respective employees.
- (b) The wage rates specified in this clause are to apply for the purposes of calculating all employee entitlements including (but not limited to) overtime, any form of leave, redundancy and superannuation.

9. Rates of Remuneration for Employee Transport Workers

- (a) KWM agrees to increase the rates of pay of its employees in accordance with the schedule of rates attached to this Agreement.
- (b) The wage rates contained in the schedule do not include allowances. Allowances as prescribed by the Award or exist under agreements in place at individual yards shall be paid to employees.

10. Income and Entitlement Protection

KWM agrees to facilitate income protection insurance at the request of a majority of workers.

An amount of 1.5% is included in the wage structure to cover these premium costs. Should this amount not be sufficient then the employee will be responsible for any additional make up costs.

11. Settlement of Disputes

- (a) 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 discussion.
 - (ii) If the matter is not settled, discussions shall occur between the appropriate TWU official and management.
 - (iii) If the matter is still not settled, it shall be discussed between the Branch Secretary (or nominee) of the TWU and the CEO (or nominee) of KWM.
 - (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 will be binding on the parties where there is no likelihood that, within a reasonable period, conciliation or further conciliation will result in settlement.
- (b) Whilst the above procedure is being followed, work shall continue normally except in circumstances where employees have genuine concerns for their health and safety.
- (c) 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 wages or conditions of engagement of transport workers engaged by KWM.

Note: This clause is seen as fundamental to KWM's participation in this agreement and accordingly any breach will compel KWM to list an appeal against this Agreement in the Industrial Relations Commission.

12. Superannuation

- (a) KWM agrees to make contributions with respect to all its transport workers to the TWU Superannuation Fund. In the case of employees, such contributions shall be in accordance with the Transport Industry Superannuation (State) Award.
- (b) For the purposes of determining ordinary time earnings, KWM will comply with the Australian Taxation Office's Superannuation Guarantee rulings.

13. Transport Industry - Training Education and Industrial Rights Council

- (a) KWM agrees to pay to all employees covered under this Agreement an amount of \$2.00 per week in addition to all other provisions contained in this Agreement as a Training and Education Allowance.

KWM will facilitate payroll deduction facilities for a payment of the said \$2.00 per week to the Transport Workers' Union Training, Education and Industrial Rights Council as agreed by the employees covered under this Agreement. This amount is exclusive of KWM's existing obligation in respect to ongoing and existing training modules.

14. Volunteer Emergency Services and Bush Fire Fighters' Leave

- (a) Any transport worker who is an existing member of a recognised and accredited volunteer emergency service or a bush fire brigade shall, where a natural disaster is declared, be entitled to take leave of absence if they are required to attend an emergency during a period that they would ordinarily be required to work.
- (b) An employee shall be entitled to a maximum of three days of such leave in any three month period and may be taken up to one year in advance should the situation warrant.
- (c) If entitlements referred to in clause (b) are fully utilised, and an emergency situation as defined in clause (a) above remains or occurs, then the employee shall be entitled to extra leave deemed as Personal/Carers leave as outlined in clause 17 of the Transport Industry - Waste Collection and Recycling (State) Award.
- (d) If all leave described in clauses (b) and (c) is utilised and an emergency condition arises as defined in clause (a), then an employee is entitled to utilise accrued rostered days off, or annual or long service leave accrued at short notice.
- (e) Leave taken in accordance with clause (b) shall be paid at the employee's normal hourly rate multiplied by 7.6 per day and will not include any allowances or overtime.
- (f) In order to become eligible to take such a leave of absence, the employee must notify KWM of the details of the service in which they are enlisted, their post and the contact details of their commanding

officer. An employee who is a commanding officer of a distinct operational unit shall provide KWM with the contact details of their immediate superior.

- (g) Prior to taking such a leave of absence, the employee must state the nature of their leave of absence, including the location and purpose, as well as the expected duration of leave and current contact details of their superior officer.

15. Meal Allowance

- (a) Meal allowances where appropriate will be determined by existing award conditions.

16. Employee Deductions

- (a) All non statutory, agreed and subsequently authorised deductions from an employee's pay shall be applied to the purpose of the deduction within thirty (30) days of the deduction occurring.
- (b) At the written request of an employee, KWM shall generate and maintain records of the following transactions;
 - (i) Deductions. At the written request of an employee, such deductions shall appear on the employee's next pay advice; and
 - (ii) Payments to recipient institutions. At the written request of an employee, the employee may elect to be advised in writing that KWM has remitted the deduction to the recipient institution in the employee's next pay advice. At the written request of an employee, KWM will provide the employee with evidence that such a payment has been made.

17. Union Recognition and Delegates' Rights

- (a) KWM recognises the TWU as being the union that shall 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.
- (b) TWU workplace representatives shall have the following rights:
 - (i) To be treated fairly and to perform their role as union delegate or workplace representative without any discrimination in their employment;
 - (ii) To speak on behalf of union members in the workplace.
 - (iii) To bargain collectively on behalf of those they represent.
 - (iv) To address new employees regarding the benefits of union membership.
 - (v) To access a phone or fax for the purpose of carrying out work as a delegate or workplace representative.
 - (vi) To place union information on a noticeboard.
 - (vii) To maintain regular contact with the union organiser.
 - (viii) The right to consult with Union members during normal working hours providing any such meetings do not interfere with the orderly management of the landfill operations, or the requirement to roster-on additional personnel to maintain operational compliances.
 - (ix) The right to discuss Union and workplace matters with all TWU employees at the workplace.

18. Reasonable Work Hours

- (a) Subject to subclause (b), KWM may require a transport worker to work reasonable overtime at overtime rates.
- (b) A transport worker must not unreasonably refuse such a request particularly given the requirements of KWM's client (SITA) to ensure that at all times there is no breach of their licence conditions imposed on them by both the Department of Environment and Conservation (DoEC) and the Penrith City Council. However KWM recognises the transport workers right that they may refuse to work overtime in circumstances when the working of such overtime would result in the transport worker working hours which are unreasonable having regard to:
 - (i) Any risk to employee health and safety;
 - (ii) The needs of the workplace or enterprise;
 - (iii) The transport worker's personal circumstances, including any family responsibilities;

19. Job Security

- (a) This clause applies where KWM ("the employer") terminates the employment of employees covered by this award because of the loss of its contract.
- (b) Within 21 days of KWM notifying the TWU of its intention to terminate employees, KWM shall at the request of the employee affected, provide a statement including the following (as at the date of termination);
 - Current rate of pay
 - Current grade/classification
 - Long service accrual
 - Annual leave accrual
 - Sick leave accrual
 - RDO's, and
 - Commencement date
- (c) If, in the implementation of a new contract being won by KWM, fewer personnel are required to service that contract, then KWM will offer redundancies to those employees affected. Redundancies will not necessarily be offered on a "last on, first off" basis, but rather will be based on the needs of the employer and the employee's skill levels to undertake the work requirements.
- (d) Employees made redundant as a result of Subclause (c) will be entitled to be paid any outstanding entitlements on termination, including annual leave and long service leave. Subclause (c) does not affect an employee's entitlement for redundancy payments in situations where a positive managerial decision has been made to terminate employment in situations other than the ordinary and customary turnover of labour.
- (e) Where a contract is due to change, the parties to this agreement agree to follow the dispute resolution procedure.

20. Operation of This Agreement

This agreement comes into effect on the registering of this agreement with the New South Wales Industrial Relations Commission and shall remain in force until 31/12/2006 unless KWM's existing contract is not

successfully renegotiated in August 2006 when it will automatically expire. Any Heads of Agreement currently in place between KWM and the TWU shall remain in force until the signing of this new agreement.

21. No Extra Claims

Except for movement in pay rates as per the attached schedule, there shall be no further claims made during the currency of this agreement.

22. Execution

Signed for and on behalf of Kingston Industries Pty Limited t/a Kingston Waste Management

Signature

Witness

Name

Date

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

Signature

Witness

Name

Date

Transport Industry Waste Collection and Recycling (State) Award

Classification	Award Rate \$	KWM Current Rate \$	Payable from Signing of Agreement	Payable from 1 July 2005	Payable from 1 July 2006 to 31 December 2006
			5%	5%	5%
Grade A1	471.30	522.56	548.68	576.12	604.93
Grade A2	507.90	563.14	591.29	620.86	651.90
Grade A3	535.00	593.09	622.77	653.88	686.57
Grade A4	562.70	623.90	655.09	687.85	722.24
Grade B1	544.10	603.23	633.39	665.06	698.31
Grade B2	558.40	619.13	650.08	682.59	716.72
Grade B3	579.10	641.98	674.08	707.78	743.17
Grade B4	591.70	656.04	688.84	723.28	759.44
Grade B5	617.80	685.01	719.26	755.22	793.30
Grade B6	636.50	704.57	739.79	776.78	815.62
Grade B7	636.20	705.30	740.56	777.59	816.47
Grade B8	674.40	747.72	785.10	824.36	865.58

NOTES:

- Where applicable, current industry allowances are added to the above rates.

AUTHORISATION FOR PAYROLL DEDUCTION

I, _____, authorise Kingston Industries Pty Limited to deduct \$2.00 per week for payment to the "Transport Workers' Union Training, Education and Industrial Rights Council".

This payment is requested, as agreed in the Kingston Waste Management/Transport Workers' Union of Australia (NSW Branch) Heads of Agreement.

Clause 13 : Transport Industry - Training,
Education and Industrial
Rights Council

Signature

Name

Date