

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/80

TITLE: Collex/TWU Disposal Facilities Divisional Agreement 2005-2008

I.R.C. NO: IRC6/546

DATE APPROVED/COMMENCEMENT: 15 February 2006 / 15 September 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 3 March 2006

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Collex Pty Ltd, located at 65 Pirrama Road, Pyrmont NSW 2009, who are engaged at the Greenacre Transfer Station, Port Botany Transfer Station, Horsley Park Landfill and Riverstone Landfill, 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/TWU Disposal Facilities Divisional Agreement 2005-2008

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1. TITLE

This Agreement shall be known as the **COLLEX PTY LTD DISPOSAL FACILITIES AGREEMENT 2005**

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 employed at Greenacre Transfer Station, Port Botany Transfer Station, Horsley Park Landfill, Riverstone Landfill and who are employed under classifications contained in the *Transport Industry – Waste Collection and Recycling (State) Award*. It is and will remain the clear intention of both parties to continue to observe the provisions of this Agreement until such time as a new Agreement is negotiated.

This agreement shall be read and interpreted wholly in conjunction with the *Transport Industry – Waste Collection and Recycling (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 Awards; this agreement shall take precedence to the extent of the inconsistency.

Any yard Agreement or other unregistered arrangement in force at the time that this Divisional Agreement is executed shall continue to apply unless the parties to this Agreement specifically agree to other arrangements to apply in lieu thereof.

- (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.

3.2 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. The union agrees to provide a list of such companies to Collex within three months of the signing of this agreement.

4. 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 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).

"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.

5. COMMITMENT

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

- Ensure that all activities so directed by the Company are carried out to the satisfaction of the Company, in line with the service expectations of customers of the company.
- Foster ongoing co-operation with management.
- Co-operate and participate fully in a programme of continuing workplace improvement.
- Participate in multi-skilling where requested. This may include job rotation.
- Ensure all 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
- 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.

6. MEASURES TO INCREASE EFFICIENCY AND PRODUCTIVITY

6.1 The parties agree that in order to develop an efficient, productive and competitive workplace it is necessary to create a cooperative and productive work environment with appropriate consultative mechanisms involving the company, the TWU and employees.

7. INCOME PROTECTION

- 7.1** 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.
- 7.2** 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.

8. 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.

9 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.

10 SUPERANNUATION

- 10.1 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 (i.e. those employees commencing with Collex after the making of this Agreement) will have contributions made to the TWU Superannuation Fund.
- 10.2 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.

11 BLOOD DONOR LEAVE

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.

12 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.

13 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.

Employees are to be properly notified of all deductions made pursuant to this clause.

14 UNION RECOGNITION AND UNION MEMBERSHIP

- 14.1** 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.
- 14.2** 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.
- 14.3** 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.
- 14.4** 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.
- 14.5** 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.

15 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.

16 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.

17 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.

18 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.

19 EXECUTION

Signed for and on behalf of **COLLEX PTY LTD** in the presence of:)
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Signed for and on behalf of **THE TRANSPORT WORKERS' UNION OF NEW SOUTH WALES** in the presence of:)
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Appendix 1

Rates of Pay shall be increased as follows:

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