

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/62

**TITLE:** Clinical Waste Australia Operations and Transport Employees  
Enterprise Agreement 2001

**I.R.C. NO:** 2002/141

**DATE APPROVED/COMMENCEMENT:** 31 January 2002

**TERM:** 30 June 2004

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 5 April 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 6

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to employees who are covered by  
the Transport Industry Trade Waste (State) Award

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



**FILED**  
10 JAN 2002  
OFFICE OF THE INDUSTRIAL  
REGISTRAR

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**1. NAME**

This Agreement shall be known as the Clinical Waste Australia Operations and Transport Employees Enterprise Agreement 2001.

**2. PARTIES INCIDENCE AND DURATION**

The parties to this Agreement shall be Clinical Waste Australia Pty Ltd (the "company") and the Transport Workers' Union of Australia, New South Wales Branch (the "Union").

This Agreement will partially regulate the terms and conditions contained within the Transport Industry - Trade Waste State Award (hereinafter called the "Award"). Where there is discrepancy between the provisions of this Agreement and those of the Award, this Agreement will prevail. Where this Agreement is silent, the Award will apply.

This Agreement shall operate from the date of approval until 30 June 2004.

**3. DURESS**

The parties acknowledge that this agreement has been achieved through a process of consultation without duress.



**4. OBJECTIVES**

This Agreement will support an environment where all employees share the Vision & Values of Clinical Waste Australia by working directly together in co-operation and with mutual respect, securing positive outcomes for customers, employees and the Company.

The parties are committed to the following principles as a means of achieving the objectives under this Agreement:

- (a) Providing excellent service to both external and internal customers.
- (b) Working together through effective and open communication, consultation and participation.
- (c) Achieving continuous improvement of processes, systems and procedures to meet the challenges posed by customers and competition.
- (d) Co-operative participation in effective performance management and assessment.
- (e) Training and multi-skilling to maximise job satisfaction, flexibility and Company results.
- (f) Safe, healthy and environmentally conscious practices throughout the Company

## 5. RATES OF PAY

An increase of 3% will be payable from the date of approval of this agreement and shall be backdated to 1 July 2001. A further increase of 3% will be paid from 1 July 2002 and an additional 3.5% from 1 July 2003.

Classification	New Rate (Backdated to 1 July 2001)	From 1 July 2002	From 1 July 2003
Bin washer	\$16.0745	\$16.5567	\$17.1362
Operator/driver	\$16.8997	\$17.4067	\$18.0160

## 6. ALLOWANCES

The wage rates outlined in Clause 5 do not include allowances. Any allowances payable shall be paid at the rate prescribed in the Award.

## 7. NO EXTRA CLAIMS

It is acknowledged that no further wage or over award claims will be applicable during the life of this agreement.

No negotiations will be entered into prior to 1 January 2004 for a replacement of this Agreement. Any claims made subsequent to that date would not apply for any period prior to June 30, 2004.

## 8. IMPROVEMENTS TO BUSINESS OPERATIONS

The parties acknowledge that in an increasingly changing business environment we need to continually review our operations to ensure we are competitive. This includes but is not limited to, termination of employment, major changes in the composition, operation or size of the workforce or in the skills required.

It is acknowledged that during the life of this agreement it may be necessary to review and restructure rosters and routing to meet customer requirements and improve business operations.

Both parties agree that in the event that there is a need to introduce workplace change, that such changes will take place through a consultative process.

The employees will not unreasonably withhold agreement to proposed changes.

## 9. USE OF CASUAL OR TEMPORARY STAFF

9.1 Where the use of temporary staff, sourced from labour hire agencies is necessary to meet the needs of the business, the company will ensure that rates paid to such labour hire agencies are at least equivalent to that paid to other staff employed by the company in the same classification.



9.2 The company will take steps to ensure that labour hire agencies are meeting their legal obligations to any staff supplied to the company (including but not limited to Occupational Health and Safety).

## 10 TRAINING

10.1 The company will promote vocational training, Occupational Health and Safety training and knowledge of industrial entitlements by providing:

(i) **Compulsory Induction Training**

Prior to commencing work with the company any new employee shall receive training in:

- Occupational Health and Safety
- Industrial entitlements



(ii) **Ongoing training through**

- Refresher courses on OH&S and industrial entitlements
- Vocational training

10.2 All employees elected to the workplace OH&S committee will attend an appropriate committee training course within three (3) months of first being elected.

10.3 The company agrees to pay for appropriate training as outlined in Clause 10.1 and 10.2. Further, employees shall receive no less than their usual pay whilst attending such courses.

## 11 GRIEVANCE & DISPUTE PROCEDURE

To achieve the satisfactory resolution of industrial disputes, without loss of wages or production, all parties will adhere to the following procedure:

- 11.1 An employee who has a grievance should take the matter up with his/her immediate supervisor.
- 11.2 If the employee is dissatisfied with the supervisor's decision the employee shall ask that the matter be taken up with the Manager as promptly as circumstances permit and that a conference is arranged.
- 11.3 While these procedures are being followed promptly, work will continue as normal per the status quo prior to the dispute arising.
- 11.4 An employee can have a representative of the Transport Workers' Union act on their behalf at any stage, during the grievance and dispute procedure.

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11.5 If the matter is not resolved the matter shall be referred to the Industrial Relations Commission of New South Wales.

11.6 Nothing in the procedure limits any of the parties' rights that apply under the Industrial Relations Act 1996.

## 12 ANTI DISCRIMINATION

12.1 It is the intention of the parties to this agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

12.2 It follows that in fulfilling their obligations under the dispute resolution procedure set out in this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement, which, by its terms or operation, has a direct or indirect discriminatory effect.

12.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

12.4 Nothing in this clause is to be taken to affect:

12.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;

12.4.2 Offering or providing junior rates of pay to persons under 21 years of Age;

12.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;

12.4.4 A party to this agreement from pursuing matters of unlawful Discrimination in any State or federal jurisdiction.

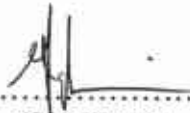
12.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

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**13 EXECUTION OF AGREEMENT**

Signed for and on behalf of  
**CLINICAL WASTE AUSTRALIA PTY LTD**



(Signature)

ELLIOTT KAPLAN

(Name)

Witnessed by:



(Signature)

BRUCE BAILEY

(Name)

Signed for and on behalf of  
**THE TRANSPORT WORKERS' UNION  
OF AUSTRALIA, NSW BRANCH**



(Signature)

A.V. Sheldon

(Name)

Witnessed by:



(Signature)

SHANE O'BRIEN

(Name)