

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/155

TITLE: Collex Pty Ltd Warringah Domestic Waste and Recycling Services EBA 2004

I.R.C. NO: IRC5/355

DATE APPROVED/COMMENCEMENT: 13 April 2005 / 1 January 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 15 July 2005

DATE TERMINATED:

NUMBER OF PAGES: 15

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Collex Pty Ltd, operating in the Warringah Domestic Waste and Recycling contract, 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 WARRINGAH DOMESTIC WASTE AND RECYCLING SERVICES EBA 2004

1. Title

This Agreement shall be known as the COLLEX PTY LTD WARRINGAH DOMESTIC WASTE AND RECYCLING SERVICES EBA 2004.

2. Parties

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 NEW SOUTH WALES 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 Warringah Domestic Waste and Recycling 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 from time to time. Provided that where there is any inconsistency between this agreement and the Award and or Code of practice, this agreement shall take precedence to the extent of the inconsistency.

This agreement supersedes all previous agreements that may have been in place.

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 well in excess of award provisions in return for the highest possible productivity levels.
- (ii) To provide a substantial bonus arrangement designed to ensure that employees are rewarded for meeting the service delivery conditions specified in the Warringah Domestic Waste and Recycling contract.
- (iii) To provide security for Collex and its employees through this agreement that is designed to ensure that the conditions of in the Warringah Domestic Waste and Recycling contract (at the date of the making of this agreement) 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. This amount includes leave loading as described in the award

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 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 or internal subcontractors 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.

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 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 and or industry meetings 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.

8.2. The parties further agree that when the Company experiences commercial or profitability difficulties nothing in this agreement will preclude discussion and possible further agreement at any stage in respect of wages and adjustments thereto.

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 a 8-hour day. Employees will be paid for 39 hours per week, or 7.8 hours per day with one hour being banked towards the Rostered Day Off Accrual. Litterbin crews will not accrue hours toward a Rostered Day off Accrual as RDO's are not payable under the 4 on 4 off system of work.

9.1.2. Except for those employed in the litterbin system (as above) six Rostered Days off will be accumulated per full year of employment. One rostered day off will accrue every 8 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 6 rostered days off will be paid out quarterly in March, June, September and December.

9.1.3. Core collection hours will be from 7.00 am to 6.00 pm, with the only exceptions being those agreed to in writing with Council. The Company shall fix a regular starting time for each day of working ordinary hours. That starting time may differ on different days of the week. An employee's rostered shift may be changed by giving notice before finishing the day prior to the shift change by the employer. Provided in cases where such notice would result in hardship to the employee (the proof of which lies on the employee) the period of notice may be extended through consultation between the company and the employee. Under no circumstances shall the consultative process require the period of notice to exceed (7) days.

9.1.4. The majority of employees will be expected to work their ordinary hours from Monday through Friday. Litterbin crews will be required to work on a four- (4) days on four (4) days off rotational roster. Each day will be worked on the basis of ten (10) normal hours, a bonus system for weekend work is detailed in the schedule of rates attached to this agreement. All employees will have two (2) consecutive days off after each five- (5) days worked except where overtime is required.

9.1.5. Hours worked in excess of those prescribed above will be paid as overtime at the rate of time and one half for the first two hours and double time thereafter. Employees will work reasonable overtime when required. Where bonus payments are applied in the event of working in excess of normal hours the greater of the bonus payment or overtime payment will be made for that day

9.1.6. Employees involved in the collection of Litter Bins will work a rotating shift involving the following cycle: 4 days on, 4 days off.

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 rates of pay contained in the Schedule of Rates to this Agreement shall continue to apply.

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.

9.3.2. For those employees engaged on a roster that includes Saturday and Sunday work as normal hours overtime rates will not be paid. In these cases the bonus payments described in the schedule of rates will apply

9.4. Public Holidays

9.4.1. The bonus described in Schedule of Rates will be paid for work on a Public Holiday. No further overtime payments will be made.

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 at the commencement of each calendar year an employee must notify the employer as to whether the employee wishes to. ie all previous accrued sick leave will be preserved under the existing arrangements, only sick leave accrued after the signing of this agreement will be eligible for the reimbursement.

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.

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. All other sick leave must be substantiated with a medical certificate. Sick leave absences on a Public Holiday must be substantiated with a medical certificate. Medical Certificates 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. Employees will not be permitted to accrue in excess of twenty (20) days Annual Leave without the written permission of Collex Senior Management. It will be the responsibility of the local Manager to seek such approvals should agreement be reached with an employee to exceed the permitted accrual. 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 unless agreement is reached as per 9.8.2. 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. that 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 Mixed Functions clause under the Award will take effect.
- 9.10.3. Employees will be required to assist each other to ensure that the allocated work for a particular day is completed. Drivers will be required to block 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.
- 9.10.6. The parties agree that in order for the block 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 incentive of the block 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 and annual increases detailed in the Schedule of Rates to this Agreement.
- 10.2. Up to the nominal expiry date, the union and employees will not pursue any extra claims relating to wages or conditions of employment whether dealt with in the agreement or not.

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 on the closest business day to 1st July where 1st of July falls on a none 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 purpose of this Agreement ordinary time earnings of transport workers, shall be defined as the base salaries prescribed in the schedule of rates attached to this agreement plus any allowances.

Bonuses detailed in this agreement will not form part of ordinary time earnings under the terms of this agreement however the Company agrees to pay a 2% superannuation contribution on bonuses paid under the terms of this agreement to ensure that employees are not disadvantaged in any way.

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

A Meal Allowance of \$9.45 will be paid after two (2) additional hours have been worked in excess of 8 ordinary hours in one day, no further Meal Allowances will be paid on the same day. Meal Allowances will not be paid for weekend work.

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 from 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 January 1st 2005, whichever is the latter. 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) Where verbal warnings have been ineffective, 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 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 to Union to seek to negotiate the following items during the life of this Agreement.

- An allowance to cover the cartage of Dangerous Goods
- 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 Legal Chain of Responsibility

26. Contract Compliance

The following list of workplace and contract specific requirements shall be undertaken by employees to the satisfaction of the Company

- (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. For vehicles manned with crews, this responsibility will rest with the entire crew. Half an hour washing time will form part of the weekly work allocation. Trucks will be scheduled to minimise delays in accessing the wash bay area.
- (xiii) Collection start times agreed to with Council will be adhered to by all employees.

- (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.
- (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.
- (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 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) Employees collecting garbage and recycling in 'single pass' side load vehicles shall at all times keep separate garbage and recycling commodities, ensuring that they are placed in the correct compartment of the vehicle.
- (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 at the soonest reasonable opportunity.
- (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 & Council Generated 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 Three (3) 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.
- (xxxi) 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.
- (xxxii) When servicing bins, vehicles shall be driven around the perimeter of reserves or along sidelines and shall not traverse any other part of reserves.
- xxxiii) Where contamination of public place recycling bins is evident and greater than 10% (by visual assessment), this material shall be disposed of as garbage and the location reported to the Supervisor.

Onboard Vehicle Monitoring & Bin Identification Systems.

- (xxxiv) Where such equipment is installed, 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 AUSTRALIA -NEW SOUTH WALES BRANCH 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 Warringah Contract are met whilst ensuring that the employees can ensure remuneration well in excess of the award and industry standards.

Under this agreement the following table is a guide to remuneration levels which can be reasonably achieved. That is base salary plus bonus.

Grade	Description	Annual Income Guide
Grade A4	Loaders, Runners, Bin Delivery and Repair, Yard hand	\$ 44,400
Grade B5	Rear Loading Vehicle Drivers (Not Litter Bin collection)	\$ 47,400
Grade B3	Rear Loading Vehicle Drivers (Litter Bin collection etc)	\$47,775

Grade B6	Side Loading Vehicle Drivers	\$ 57,800
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The Company shall pay all its employees covered under this agreement the following minimum rates and increases:

Grade	Description	Salary
Grade A4	Loaders and Runners	\$ 36629.32
Grade B5	Rear Loading Vehicle Drivers (Not Litter Bin collection)	\$ 40086.80
Grade B3	Rear Loading Vehicle Drivers (Litter Bin collection)	\$ 38875.20
Grade B6	Side Loading Vehicle Drivers	\$ 41193.36

From first pay period commencing after 1st July 2005

Grade	Description	Salary
Grade A4	Loaders and Runners	\$ 38366.76
Grade B5	Rear Loading Vehicle Drivers (Not Litter Bin collection)	\$ 41997.12
Grade B3	Rear Loading Vehicle Drivers (Litter Bin collection)	\$40724.94
Grade B6	Side Loading Vehicle Drivers	\$ 43159.00

From first pay period commencing after 1st July 2006

Grade	Description	Salary
Grade A4	Loaders and Runners	\$ 40191.07
Grade B5	Rear Loading Vehicle Drivers (Not Litter Bin collection)	\$ 44002.95
Grade B3	Rear Loading Vehicle Drivers (Litter Bin collection)	\$ 41512.30
Grade B6	Side Loading Vehicle Drivers	\$ 45222.93

From first pay period commencing after 1st July 2007

Grade	Description	Salary
Grade A4	Loaders and Runners	\$ 42106.60
Grade B5	Rear Loading Vehicle Drivers (Not Litter Bin collection)	\$ 46109.07
Grade B3	Rear Loading Vehicle Drivers (Litter Bin collection)	\$ 44706.49
Grade B6	Side Loading Vehicle Drivers	\$ 47390.05

Salary Increases:

Collex agrees to increase the salaries as noted in the above tables. These salary increases represent compounding 5% increases on the salaries excluding the salary component made up of industry allowances.

Side Loading Vehicles.

Each permanent employee Side Loading Vehicle Operator 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 \$60.03 per day (Based upon 48 working weeks in the year an additional payment of \$14,407 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.

9 Side Loading Vehicles will be allocated to the collection of single dwelling Garbage and Recyclables.

2 Side Loading Vehicles will be allocated to the collection of Garbage and recycling in the Unit areas.

1 Rear Loader or 1 Side loader will be allocated to the collection of Garbage and Recycling in the unit areas, no less than (3) three days a week.

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 15 for a day will disqualify all Side Loading Vehicle Operators from the bonus for that day.

All contract specific requirements listed in attachment 1 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.)

Garbage and Recycling Runners

Each permanent employee Garbage and Recycling 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 \$23.21 per day (Based upon 48 working weeks in the year an additional payment of \$5570 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 Greenwaste crew will disqualify that per crew from payment.

All contract specific requirements listed in attachment 1 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).

Greenwaste Collection Vehicle Drivers.

Each permanent employee Greenwaste 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 \$21.31 per day (Based upon 48 working weeks in the year an additional payment of \$ 5114.40 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.

Greenwaste vehicles will block finish.

3 Rear Loading Vehicles will be allocated to the collection of Greenwaste. One Driver and one Loader will man each collection truck.

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 attachment 1 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).

Greenwaste Loaders

Each permanent employee Greenwaste Loader 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 \$23.21 per day (Based upon 48 working weeks in the year an additional payment of \$5704.80 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.

Greenwaste vehicles will block finish.

3 Rear Loading Vehicles will be allocated to the collection of Greenwaste. 1 Loader will be assigned to each vehicle.

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

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

All contract specific requirements listed in attachment 1 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).

Litter Bin/CGW Collection Drivers

Each permanent employee litterbin Collection Driver will be paid an annual salary of \$ 38,875. 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.

3 Rear Loading Vehicles will be allocated to the collection of Litter bins and all collections associated with the Council Generated Waste (CGW) system.

All allocated collections for that day of the contract must be completed. Drivers will be expected to collect any missed services from their system of work.

All contract specific requirements listed in attachment 1 must be met to the satisfaction of the Supervisor.

6 Collectors will be assigned to litterbin/CGW Collection to work in two crews of (3) three drivers. Shifts will be worked on a (4) four-day on (4) four-day off rotational roster. This means that 3 collectors will be assigned to collections per day.

* 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).

Collections on weekends will attract a bonus payment of \$125 on Saturday and \$175 on Sunday per driver in addition to the bonus payments described above. This payment is instead of the penalty rates that apply on weekends.