

## **REGISTER OF CONTRACT AGREEMENT**

**ENTERPRISE AGREEMENT NO:** CA05/6

**TITLE:** **Collex Pty Ltd Enfield Carriers Agreement 2005**

**I.R.C. NO:** IRC5/4511

**DATE APPROVED/COMMENCEMENT:** 9 September 2005 / 31 December 2004

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 21 October 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 18

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all Carriers engaged by Collex Pty Ltd, located at 15-17 Water Street, Enfield, NSW 2213, in the Solid Commercial Waste Division currently at Enfield and other such locations, it may locate who provide transport and cartage services for the collection and removal of waste.

**PARTIES:** Collex Pty Ltd -&- the Transport Workers' Union of New South Wales

# COLLEX PTY LTD ENFIELD CARRIERS AGREEMENT 2005

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THIS CARRIERS AGREEMENT is made effective from the 31st day of December 2004 between:

COLLEX PTY LTD ACN 051 316 584 Collex Solid Commercial Waste Division of 15- 17 Water St Enfield 2136 in the State of New South Wales (hereinafter referred to as "the " Solid Commercial Waste Division ") of the one part; and

THE TRANSPORT WORKERS OF AUSTRALIA NEW SOUTH WALES BRANCH (hereinafter referred to as "the Union") of the other part.

This Carriers Agreement is made pursuant to Section 323 of the Industrial Relations Act 1996 (NSW) as amended.

## WHEREAS

- A. The Solid Commercial Waste Division carries on the business of waste collection and removal to and from various locations in the State of New South Wales.
- B. The Company requires Contract Carriers to provide transport services to the Company in order to support its business of waste collection and removal.
- C. The Contract Carriers providing transport services to the company have selected the union as their bargaining agent for the purposes of securing the Agreement referred to herein.
- D. The term of this document is for a period of three (3) years ending 1st day January 2008 for the Commercial Bulk, Rearlift and Frontlift Divisions.

NOW THIS AGREEMENT WITNESSETH and the parties hereto hereby agree as follows:

### 1. Scope of Agreement

- 1.1. This Agreement applies to all Carriers engaged by the Company in the Solid Commercial Waste Division currently at Enfield and other such locations it may locate who provide transport and cartage services for the collection and removal of waste.

- 1.2. This Agreement provides the whole of the terms and conditions of engagement of Carriers by the Company and operates to the exclusion of any other pre-existing contract Agreement or contract determination.

## **2. General Provisions**

- 2.1 The Carrier agrees to supply, man and operate one vehicle. The operation of this vehicle is to be in accordance with the reasonable directions of the company, which are necessary and desirable for the good conduct of the business.

## **3. Relationship of the Parties**

- 3.1 The Carrier shall operate as an independent contractor engaged under a contract of carriage with the Company.
- 3.2 The Carrier shall not perform waste collection/transfer for any party other than the Company.
- 3.3 Any person engaged as a relief driver shall be engaged by the Carrier and shall be and remain either an employee or a contractor of the Carrier not the Company.
- 3.4 Any relief driver supplied by the Carrier must first be approved and accredited by the Company before being permitted to join the fleet and drive the vehicle for the day or days in question. Where no such approval is given then the Company shall have the right to refuse allocation of work to the vehicle driven by the relief driver who has not been approved.

## **4. Cartage**

- 4.1 The Carrier shall perform all transport as is allocated by the Company in the ordinary course of business.
- 4.2 The Carrier shall not refuse any job allocated by the Company provided the job can be conducted safely and the load for the job is within the legal load limit of the Carrier's vehicle. Where a Carrier refuses a load where the job can be conducted safely and the load is within the legal load limit of the vehicle concerned then the Carrier shall be liable to have its contract terminated immediately. In such cases either party can refer the matter to the Disputes Procedure. This clause shall be read in conjunction with clause 4.9
- 4.3 The Company shall pay the Carrier for each job performed in accordance with the cartage rate specified in Schedules attached to this Agreement. The company will pay all disposal fees associated with the disposal of waste carted by the contractor on behalf of the company.
- 4.4 Payment of cartage fees shall be made weekly by EFT.
- 4.5 It is agreed that cartage fees shall be paid on the basis of a recipient prepared tax invoice, a form of which is attached to this Agreement in Schedule B.
- 4.6 Should significant and prolonged cost variations (eg. fuel) occur between the annual cartage rate reviews then an interim rate review will be conducted by the parties. Both parties will negotiate in good faith to agree to a new rate, which covers any variations in costs experienced by either party. This variation includes the Frontlift Division
- 4.7 Rates will be adjusted annually by CPI (All Groups Sydney) increases effective 1st July. Any interim variations made in accordance with Clause 4.6 accounted for as a part of this review. The March Quarter shall be used as the calculation.
- 4.8 Clause 4.7 shall not apply to Subcontractors within the Frontlift Division subject to the Rates Variation clause in attachment 2.

- 4.9 Where the Company or Contractor wishes to use a cartage rate other than that contained in Schedule A (eg. for work located in a close range of transfer stations or landfill or work located in extremely difficult to access areas or where extended running times are involved), then the either party has the right to negotiate such a cartage rate with the delegates and the Branch Manager concerned. It shall be fundamental to such negotiations that any cartage rates so negotiated and agreed will only apply to the specific work identified for that purpose by the parties and will not affect the other work which will continue to be paid for in accordance with cartage rates detailed in Schedule A hereto.

## **5. Legal Compliance**

- 5.1 It is a fundamental obligation of the Carrier under this Agreement to ensure that any driver of the vehicle used by the Carrier for the purpose of this Agreement, whether or not that driver is a principal director and shareholder of the Carrier or a relief driver employed by the Carrier, such driver shall strictly observe all Federal and State laws and regulations with respect to the driving of a vehicle for the purposes of road transport and in particular shall strictly observe all Federal and State laws and regulations with respect to fatigue management.

## **6. Drivers**

- 6.1 The contractor in engaging a driver will ensure that the employment conditions for the driver are at minimum those required by the relevant award.
- 6.2 It is a fundamental obligation of the Carrier to ensure that both the nominated driver and any relief driver must hold at all times a valid and current drivers licence appropriate to the vehicle supplied by the Carrier for the purposes of this Agreement.

## **7. Vehicle**

- 7.1 The vehicle supplied by the Carrier for the purposes of this Agreement must meet the technical specifications of the Company.
- 7.2 Where a Carrier purchases a new vehicle during the life of the Agreement the Carrier must have proper consultation with the Company and the union delegates prior to any such purchase being made to ensure that the new vehicle complies with the technical specifications and requirements of the Company. The company will make recommendation re vehicle type as a basis for discussion. In cases where the Carrier does not accept the recommendation of the Company and the installation of the body or the PTO is more expensive than the Company recommended vehicle type then the additional cost will be borne by the Carrier.
- 7.3 Where the Company reasonably believes that a Carriers vehicle is or has become unsuitable for the purpose of carrying out the cartage required under this Agreement then the Company shall give the Carrier no less than six (6) months notice to replace the vehicle with another vehicle which is suitable. Such notice shall be given in writing. For the purposes of this subclause where the Company is assessing whether or not a vehicle is suitable it shall take into account the roadworthiness (or otherwise) of the vehicle, the relevant efficiency viability and safety of the vehicle concerned as well as any other factors being reasonable under the circumstances.
- 7.4 It is a fundamental obligation of the Carrier to ensure that the vehicle supplied is roadworthy at all times and complies with all relevant statutory requirements with respect to vehicles of this type in the State of New South Wales.
- 7.5 Where equipment which is the property of the Company has to be removed from a Carriers vehicle because of mechanical or structural failure of the equipment or because the Carrier has upgraded its vehicle after a period of four (4) years from the date of commencement of this Agreement and such upgrade has been agreed to by the Company then the cost of removal of the equipment shall be borne by the Company. Should either party terminate the carrier contract within 4 years and the carrier wishes to maintain ownership of the vehicle, the cost of removal of the body shall be shared.

- 7.6 The Company shall be responsible for maintenance and where needed replacement of all parts of the body, which is attached to the vehicle. The supply and maintenance of the PTO equipment required for operation of the vehicle body will be borne by the company.
- 7.7 Where the body or trailer attached to the vehicle is damaged in an accident whilst the vehicle is being driven either by the nominated driver or the approved relief driver (or any other driver except for an employee of the Company) then the Carrier shall be liable for the insurance excess which is charged to the Company to a maximum liability of \$2,000. It is an essential clause of this Agreement that the Carrier must report to the Company immediately any accident involving the vehicle. Likewise the Carrier must report any apparent or actual damage to the vehicle body immediately the Carrier is aware of such apparent or actual damage. Where a Carrier fails to report either an accident or apparent or real damage the Company has the right to terminate its contract with the Carrier summarily and without compensation. Disciplinary action will not be taken without the opportunity to enact the provisions of the disputes procedures.
- 7.8 The company shall maintain insurance on all bodies and trailers hauled by sub-contractors under this agreement. The Company or its agents (including the insurers of the bodies and trailers) shall not pursue the recovery of funds to cover the cost of repair to the vehicle bodies or trailers beyond the liability detailed in 7.7 either directly to the subcontractor or through the subcontractors insurer in the event of damage caused by vehicle accident.
- 7.9 The Carrier shall be responsible for any fines incurred where bins have been left on public property without the necessary permits being obtained or where bins are placed in a location without specific direction from the management of the Company. It is the obligation of the Carrier to obtain an allocation number and appropriate directions from Collex before leaving any bin at a location and such allocation numbers and directions must be recorded on the relevant docket. Where a Carrier provides the Company with the use of their vehicle then the company will be responsible for the insurance excess of that vehicle, conversely where the company provides a Contractor with the use of a vehicle the contractor will be responsible for the insurance excess of the vehicle during its agreed use. The maximum excess payable for either party is \$2000.00 per claim
- 7.10 The Company shall provide a two-way radio system and the Carrier must ensure that the two-way radio system is properly preserved. Where damage arises to the system from the failure of the Carrier to properly look after the system then the Carrier should bear the cost of repair.
- 7.11 The Company will provide parking space for the vehicle of the Carrier at a nominated company location. Where the Carrier seeks to house the vehicle at premises other than those offered by the Company the Carrier must first seek written approval from the Company.

## **8. Maintenance**

- 8.1 It is the obligation of the Carrier to ensure the following:
- The vehicle must be maintained at all times in a safe and roadworthy condition and also have a clean and tidy appearance.
- All loads are to be covered and secured to comply with the law. Spare tarpaulins must be kept in the vehicle for this purpose and no bin should be carried unless covered.
- That the Company has the opportunity to regularly inspect the vehicle for the purpose of assessing its roadworthiness, appearance and other matters going to satisfactory maintenance.
- 8.2 The Company shall discuss with all Carriers service levels being provided by the Company and service sources being accessed by the Carriers. The intention of these discussions is to ensure that proper service on vehicles is being effected at all times.
- 8.3 It is the obligation of the Carrier to keep the paintwork on the vehicle in good order and condition and such paintwork maintenance shall be at the expense of the Carrier. This shall include regular washing of

the vehicle and making good any paintwork damage. In maintaining this clause the company will give fair and reasonable regard to the system of work in which the contractor is engaged.

- 8.4 The Company will make available a designated spare vehicle which may be used by Carriers when and if the spare vehicle is able to be used having regards to the needs of the business. A roster of spare vehicle availability and use will be maintained by the Company and distributed on the noticeboard to Carriers. Provision of a spare vehicle over extended periods of time is subject to the approval of the Company. This approval will not be unreasonably withheld.
- 8.5 All statutory and other charges associated with the running of the vehicle including registration, licence fees, road tax if any, and all expenses for fuel, oil, tyres or similar running and maintenance costs shall be borne by the Carrier. Waste Services licence or permit fees (if any) shall be borne by the Company.

### **9. Insurance and Statutory Charges**

- 9.1 It is the obligation of the Carrier to maintain as valid and current the following:

Registration of the vehicle.

Appropriate drivers licence for the nominated driver and any approved relief driver.

Comprehensive vehicle insurance, effective for all drivers of the vehicle.

Public liability to the value of ten million dollars.

Registered Pty Limited Company, A.B.N

Workers compensation insurance for any employee of the Carrier involved in driving the vehicle;

- 9.2 The Company has the right to require production of documentary evidence of the validity of the abovementioned insurances and statutory documents at any time during the life of this Agreement.

### **10. Goods and Services Tax**

- 10.1 The parties agree that the Goods and Services Tax ("GST") shall apply strictly in accordance with the legislation to the cartage services provided for under the terms of this Agreement.
- 10.2 All Carriers must be registered for GST purposes. Where any Carrier does not register for the purposes of GST the Company has the right to refuse to allocate any work to that Carrier until such time as the Carrier registers.

### **11. Sale of Vehicle**

- 11.1 It is acknowledged and agreed by the parties to this Agreement that the Company does not recognise and has no liability in respect of any "goodwill" or premium which may have passed between a Carrier and a third party at any time prior to during or after the life of this Agreement.
- 11.2 Where a Carrier seeks to sell the vehicle in work then it is acknowledged and agreed that the Company has the right to approve any such purchaser of the vehicle which approval shall not be unreasonably withheld. The procedure in Clause 13 hereof will apply in all cases.
- 11.3 It shall be a condition of such approval that the outgoing Carrier and the incoming purchaser acknowledge and agree that the Company has no liability for any "goodwill" or premium whatsoever.

### **12. Availability**

- 12.1 The Carrier must supply and man the vehicle to comply with the directions of the Company on the basis that the availability of the manned vehicle must be for no less than 46 weeks per annum as an minimum. Where the Carrier is unable to man the vehicle either with the nominated driver or an approved relief

driver then the Company has the right to place an accredited trained driver in the vehicle for the purposes of serving the Company's customer base adequately on the date in question. Where the Company is compelled to take this action then the costs of the driver supplied by the Company will be borne by the Carrier. All subcontractors may be required to work only a Saturday or Sunday as required. It is expected that the minimum earn would be \$400 per day. To achieve this amount it is agreed that areas shall combine for weekend work. Work shall be allocated on a rotation basis if required.

### **13. Option on Sale of Vehicle**

- 13.1 Where the Carrier seeks to sell its vehicle then it must first offer the vehicle to the Company, which may purchase the vehicle at retail value such value to be, determined by an independent truck valuer where no agreement is reached.
- 13.2 If the Company declines to exercise its option then the Carrier shall offer the truck for sale at its retail value to existing employees of the Company or other Carriers. Where either a Company employee or another Carrier indicates willingness to purchase the vehicle then the Company has the discretion to determine which employee or Carrier will be given preference such discretion to be exercised on the basis of assessment by the Company of suitability and seniority.
- 13.3 In respect to Commercial Bulk Division, rates " Grandfathered" cease on sale of vehicle.
- 13.4 If no Company employees or other Carriers are interested in purchasing the vehicle then the Carrier may offer the vehicle on the open market subject to the approval process referred to in Clause 11 hereof.
- 13.5 If the Carrier is unable to sell the vehicle either to a Company employee or other Carrier or to an outside buyer then the Company will purchase the vehicle from the Carrier at an agreed value.
- 13.6 The process to determine the Retail Value is for both the exiting and incoming subcontractors to obtain quotes for retail value. Should the parties agree the process is finalised. If agreement is not reached Collex shall obtain a 3rd quote. The average value from the 3 quotes shall apply.

### **14. Termination**

- 14.1 Should in the event of either party wishing to terminate the contract, 90 days shall be given by either party.
- 14.2 Where the Carrier has committed a fundamental breach of its contract with the Company or has committed through its nominated driver an act of serious misconduct then the Company may terminate its contract with the Carrier without notice. Where an approved relief driver commits an act of serious misconduct and there is associated culpable conduct on the part of the Carrier (eg. deliberately ignoring previous conduct by the approved relief driver) then the Company may terminate its contract with the Carrier without notice.. It is agreed that such action by the Company shall only be taken following a thorough investigation involving the Carrier the Union Delegate and other union representation if desired by the Carrier.
- 14.3 It is agreed that for the purposes of this Agreement a fundamental breach of this agreement or an act of serious misconduct shall include but not be limited to the following matters:

The consumption of alcohol or drugs of intoxication immediately before or during the supply of transport services under this agreement.

An act of violence by the nominated driver or approved relief driver at any time during the provision of transport services.

An act of fraud or theft by the nominated driver or approved relief driver.

Any other act by the nominated driver which threatens either the continuation or viability of a contract between the Company and its customer.





Signed for and on behalf of THE TRANSPORT )  
 WORKERS UNION OF AUSTRALIA NSW )  
 BRANCH )  
 in the presence of: )  
 )  
 )  
 )

### 18. Dino Bins

Name	Addr1	Addr2	Suburb	Description	Compatible	Truck #
ABB TRANSMISSION DISTRIBUTION	15 BAPAUME AVE		MOOREBANK	23.0CM DINO		107
ABBOTT	CAPTAIN COOK DR		KURNELL	37.5CM OPEN DINO		
ABBOTT	CAPTAIN COOK DR		KURNELL	22.5CM DINO PACKER	COMPATIBLE	
ACI GLASS PACKAGING AUST (BLK)	ANDREWS ROAD		PENRITH	1 x 8CM D/H RUBBISH BATCHHOUSE		111
AEP INDUSTRIES FLEXIPAC/GEN PK	149 ORCHARD ROAD		CHESTER HILL	30CM **DINO** GENERAL /23CM PACKER	COMPATIBLE	101
AMCOR CARTONS	35-51 MADELINE ST		ENFIELD	22.5CM GENERAL DINO		101
AMCOR FIBRE PACK (SLUDGE/BULK )	10 FITZPATRICK ST	GATE 6 *O/NO FLS007234*	REVESBY	20CM PAK DINO	COMPATIBLE	107
AMCOR FIBRE PACK.(F/L-BULK-G/T	WARREN RD & PERCIVAL ST	O/NO FKS018853	SMITHFIELD	22.5CM OPEN DINO 'TEMP'		103
AMCOR ST REGIS BATES	152 CARRINGTON ST		MILPERRA	30CM DINO		107
ANI KOMATSU	VILLAWOOD		VILLAWOOD	1 x 23.0CM DINO	COMPATIBLE	107
ANA HOTEL (PACKER/BULK A/C)	GLOUCESTER ST	VIA LOADING DOCK	SYDNEY	COMPACTOR (OWN DINO BIN).		110
ARCHITECTURAL GLASS PROJECTS	9 LIBERTY ST		HUNTINGWOOD	22.5CM DINO BIN RINGIN		103
ARISTOCRAT (JUBILEE) LEISURE	HAYES RD/OFF HARCOURT	PLANT 4/MUST HAVE SGND DKTS	ROSEBERY	1 x 10.0CM OPEN DINO	COMPATIBLE	110
ARISTOCRAT LEISURE INDS (BIN)	115 DUNNING AVE/PLANT STORES	MUST HAVE SGND DKTS	ROSEBERY	23.0CM COMPACTOR 'GENERAL'		110

ATMR PTY LTD	49-59 MOWERA ROAD		VILLAWOOD	1 x 22.5CM DINO		107
AUBURN VILLAGE	AUBURN RD & QUEEN ST		AUBURN	23.0CM COMPACTOR		808
AUSCO PTY LTD	BUILDING K 2/22 POWERS ROAD	OLD INTEGRAL ENERGY SITE	SEVEN HILLS	1 x 23CM DINO		103
AUSTRAL WRIGHT METAL	381 VICTORIA ST		WETHERILL PARK	22.5CM DINO GENERAL	COMPATIBLE	103
AUSTRALIA POST SMITHFIELD	5/106 WOODPARK ROAD	**NEAR CUMBERLAND HIGHWAY**	SMITHFIELD	1 x 10.0CM DINO	COMPATIBLE	103
AUSTRALIA POST VILLAWOOD	27 LLEWELLYN AVENUE	SPRINTPAK WAREHOUSE	VILLAWOOD	1 x 22.5CM DINO	COMPATIBLE	107
AUSTRALIAN CORRUGATED BOX CO.	159-163 NEWTON ROAD		WETHERILL PARK	22.5CM DINO GENERAL		103
AVILLION HOTEL	PITT & LIVERPOOL STS		SYDNEY	15M DINO PACK (OWN BIN)		104
BAXTER HEALTHCARE (PKR & LIQ)	1 BAXTER DRV/OAKES ROAD	ATTENTION BOB GERATY	OLD TOONGABBIE	22.5CM CLOSED DINO BIN		103
BEIERSDORF AUSTRALIA *PACKER*	36 HUNTINGWOOD DRIVE		HUNTINGWOOD	1 x 15.0CM DINO PACKER		103
BIDVEST QSR	350 VICTORIA ST		WETHERILL PARK	15CM DINO SECURITY 'PACKAGED FOOD'	COMPATIBLE	103
BORAL ACM NSW HO	CLUNIES ROSS ST	**PH 0410 542 974***	PROSPECT	1 x 15.0CM DINO 'STEEL'	COMPATIBLE	103
BORAL PLASTERBOARD	11 LYN PARADE		LURNEA	22CM DINO		107
CABLE REELS	MOOREBANK		MOOREBANK	1 x 23.0CM DINO	COMPATIBLE	107
BORAL PLASTERBOARD CAMELLIA	3 THACKERAY ST PRODUCTION"	***DINO ONLY***	CAMELLIA	23CM HOOK COMPACTOR TIPPING AT \$55.00 PER TONNE		808
CAPRAL ALUMINIUM	9-13 CARTER ST		LIDCOMBE	25.0CM DINO		808
CARLTON UNITED BREWERIES *BIN*	26 BROADWAY	*MUST SERVICE AFT 6.30AM*	BROADWAY	15CM DINO OPEN BIN		101
CASTLE MALL SHOPPING CENTRE	4-16 TERMINUS ST**BIN IN	DOCK MCDUGAL LANE**	CASTLE HILL	25.0CM HOOK COMPACTOR		809
CENTENNIAL PARKLANDS	PARKES DRIVE	ADMINISTRAT ION DEPOT	CENTENNIAL PARK	1 x 22CM DINO	COMPATIBLE	110
CEREFORM	74-76 REDFERN ST		WETHERILL PARK	15CM DINO PACKER		103

COLES MYER	35 HUNTINGWOOD DR		HUNTINGWOOD	22.5CM DINO PACKER	COMPATIBLE	103
COLES MYER LOGISTICS	****DINO**DINO 80 HARTLEY RD	VENDOR NO : 515619	SMEATON GRANGE	30.0CM DINO 107 LIFT	COMPATIBLE	107
CONCORD HOSPITAL *BULK*	NULLAWARRA RD		CONCORD	1 x 15.0CM DINO GARDNERS BIN		104
CONCORD HOSPITAL *COMPACTOR*	NULLAWARRA AVE	MAL BOBRIGE	CONCORD	23CM PACKER DINO		104
CONTINENTAL CARBON	SIR JOSEPH BANKS DRV		KURNELL	22.5CM DINO 'CARBON BLACK'		832
CORINTHIAN INDUSTRIES	17-35 LEE HOLM ROAD		ST MARYS	30CM DINO		103
CORINTHIAN INDUSTRIES	17-35 LEE HOLM ROAD		ST MARYS	30.0CM DINO (2ND BIN)		103
CRANE ALUMINIUM	2 DUPAS STREET		SMITHFIELD	22CM DINO	COMPATIBLE	103
CSR BRADFORD INSULATION (BINS)	55 STENNETT RD	**RING 3PM DAILY TO CONFIRM**	INGLEBURN	32.0CM DINO 'INSULATION MATERIAL'	COMPATIBLE	107
CUTLER HAMMER PTY LTD (BIN)	10 KENT RD	**HOLD SERVICE COLIN PEREIRA**	MASCOT	1 X 22.5CM DINO		110
DANZAS	830-840 BOURKE/CITY GATE INDST	OPP CAMPBELL'S CASH CARRY &	WATERLOO	1 x 22CM DINO	COMPATIBLE	110
DANZAS AEI P/L	2 MILLENIUM COURT	OFF MILITARY ROAD	MATRAVILLE	22.0CM 'GENERAL' OPEN DINO		110
DHL DANZAS AIR & OCEAN P/L	23 O'RIORDAN ST		ALEXANDRIA	1 x 22.0CM OPEN DINO		110
DMS SHOPFITTING PTY LTD	193-197 CUMBERLAND HWY		SMITHFIELD	15M3 DINO	COMPATIBLE	103
DUNLOP FOAMS	LOT 103 FRANK ST	**MUST LEAVE SIGNED DOCKETS**	WETHERILL PARK	10.0CM DINO	COMPATIBLE	103
EDWARDS DUNLOP PAPER	457 WATERLOO RD		CHULLORA	1 x 22.5CM DINO		101
ENERGY AUSTRALIA	130 JOYNTON AVE	'ASBESTOS BIN BY SIGN'	ZETLAND	1 x 10.0CM OPEN DINO		110
ENERGY AUSTRALIA	JOYNTON AVE/BLDNG 5		ROSEBERY	2 x 10.0CM DINO	COMPATIBLE	110
ENERSERVE	2 MAYVIC ST		CHULLORA	1 x 30.0CM DINO 'GENERAL' 1 X 25CM	COMPATIBLE	101

ENERSERVE UNDERGROUND	25-27 POMEROY ST			HOMEBUSH	3 x 10.0CM DINO		101
EXIDE TECHNOLOGIES	55 BRYANT ST			PADSTOW	1 x 23.0CM DINO FACTORY BIN 1 X 22CM	COMPATIBLE	101
EYEBIZ LABORATORY (BINS)	2/41-43 RIVERSIDE DRIVE			CHIPPING NORTON	22.5CM DINO PACKER GENERAL	COMPATIBLE	107
FRESHFOOD CORP P/L (PAK-FL-GT)	160 BURWOOD ROAD			CONCORD	22.5 CLOSED DINO	COMPATIBLE	101
FUJI XEROX AUST	350 PARRAMATTA RD			HOMEBUSH	22.0CM DINO		101
FUJI XEROX (BULK BINS)	114 JOYNTON AVE	SECURITY 8345 2855		ZETLAND	22.5CM DINO 25CM CARDBOARD	COMPATIBLE	110
FUJI XEROX	MASCOT			MASCOT	30CM PACKER DINO CARDBOARD		110
FUJI XEROX	MASCOT			MASCOT	22CM OPEN DINO CARDBOARD		110
FUJI XEROX AUST (BULK/LIQ)	546 GARDENERS RD			MASCOT	22CM PAK DINO 'GENERAL'	COMPATIBLE	110
GODFREY'S VACUUM CLEANERS	108 ADDERLEY ST			WEST AUBURN	22.5M3 DINO ~CARDBOARD~		808
GOUGH & GILMOUR	WOODVILLE RD & CRESCENT ST			PARRAMATTA	15CM PACKER DINO		103
GROEDEL KITCHENS (BULK A/C)	76-80 HELEN ST			SEFTON	22.5CM DINO BIN		101
HARBOURSIDE (PAK/BULK BINS)	DARLING DRV LOADING DOCK			DARLING HARBOUR	22.5CM GENERAL DINO PKR		101
HARDWARE HOUSE	PARRAMATTA RD & FREDRICK ST			ASHFIELD	1 x 22CM DINO		101
HEWLWETT PACKARD INVENT	6/40 BRODIE ST			RYDALMERE	22.5CM DINO/HOOK GEN		808
HULLCO	10-14 JOHN ST			MASCOT	1 x 10.0CM OPEN DINO		110
IBM AUST. CF-CL015	COONARA AVENUE	AFTER 6.30A.M" JC-037287"		WEST PENNANT HILLS	22.5 CLOSED DINO		104
JALCO GROUP AUSTRALIA	6/238 HOXTON PARK RD	***LVE DKT UNDER FRONT DOOR***		HOXTON PARK	22.5 CLOSED DINO BIN	COMPATIBLE	107
JALCO GROUP COSMETICS	45 KING ST			HORNSBY	15.0CM DINO		104
K & S FREIGHTERS PTY LTD	2 HOPE ST			ENFIELD	1 x 22.5CM DINO 1 X 20CM DINO		101

LINFOX AUSTRALIA PTY LTD	15-17 BERRY ST		GRANVILLE	30CM DINO CARDBOARD	COMPATIBLE	103
LINK NATIONAL GROUP	31-41 AIRDS RD		MINTO	1 x 22.0CM DINO		103
MACQUARIE SHOPPING CENTRE	DOCK 1	HERRING & WATERLOO RDS	NORTH RYDE	32CM GENERAL PACKER		104
MACQUARIE SHOPPING CENTRE	DOCK 4			23CM GENERAL PACKER & 32CM CARDBOARD PACKER		
MACQUARIE SHOPPING CENTRE	DOCK 7			32CM CARDBOARD PACKER		
MACQUARIE SHOPPING CENTRE	DOCK 8			23CM CARDBOARD PACKER		
MACQUARIE SHOPPING CENTRE	DOCK 9			32CM CARDBOARD PACKER		
MILLER SHOPPING CENTRE	CARTWRIGHT AVE & WOODWARD ST	*LEAVE DKT WITH SECURITY*	MILLER	23CM DINO PKR 'C/BOARD'	COMPATIBLE	107
MITRE NORTHERN LTD	10 122 NEWTON RD		WETHERILL PARK	23CM DINO CARD PACKER		103
NISSAN AUSTRALIA	2A BIRMINGHAM AVE		VILLAWOOD	30.0CM DINO BIN	COMPATIBLE	107
NOBBYS KITCHEN	60 BELMORE ROAD		PUNCHBOWL	2 X 22.5CM DINO		101
NOVOTEL BRIGHTON (PKR-BULK)	BAY ST/AT REAR	SAYWELL LANE DOCK	BRIGHTON-LE-SANDS	23CM DINO COMPACTOR		110
O'BRIEN GLASS INDUSTRIES LTD	45 DAVIES RD		PADSTOW	2X30.0CM DINO BIN GENERAL 1 X 35CM C'BOARD	COMPATIBLE	101
OSWALDS BANKS PTY LTD	1 HALE ST		BOTANY	22.5M3 DINO		110
PICKLES	MOOREBANK		MOOREBANK	1 X 30 1 X 15 MTR	COMPATIBLE	107
PANASONIC AUSTRALIA PTY LTD	8-12 STANTON RD	*AFTER 5.30AM *RING 30 MIN B4*	SEVEN HILLS	1 x 22.5CM DINO GENERAL	COMPATIBLE	103
PIRELLI CABLES (BINS)	1 HEATHCOTE RD**DKT/SECURITY**	*B4 2.45PM WITH 30MIN NOTICE*	LIVERPOOL	1 x 15.0CM DINO SALVAGE	COMPATIBLE	107
PRODUCE ONE	27 HOLBECHE ROAD		ARNDELL PARK	23CM DINO PACKER		111
RAIL SERVICES AUSTRALIA	WORTH STREET	OLD CHULLORA WORKSHOP""	CHULLORA	1 x 20.0CM DINO		101

REGENCY	111 BONDS ROAD		PUNCHBOWL	30.0CM DINO		101
ROYAL AGRICULTURAL SOCIETY	1 SHOWGROUND ROAD		HOME BUSH BAY	1 x 15.0CM DINO	COMPATIBLE	103
ROYAL EASTER SHOW	WOOD CHOPPING	OLYMPIC DOME	HOME BUSH	1 x 15.0CM HOOK/DINO 'MONDAY TO SATURDAY'		82
ROYAL PRINCE ALFRED HOSP(BINS)	ROCHESTER ST	ATTN TAINTON P	CAMPERDOWN	20.0CM DINO PACKER		104
ROZELLE HOSPITAL *BULK*	WHARF RD		ROZELLE	1 x 25.0CM DINO WITH GATE		101
RTS IMAGING	10 - 20 GARDEN ST		ALEXANDRIA	1 x 22.0CM DINO		110
RYDE HOSPITAL (DINO PACKER)	DENISTONE RD / ENGINEERING	O/NO 314407	EASTWOOD	23.0CM PACKER 'BELROSE TIP'		111
RYOBI	359 HORSLEY RD	ENTRANCE VIA WORKS PLACE	MILPERRA	1 x 15.0CM DINO	COMPATIBLE	107
SIMS PLASTICS	LANSVALE		LANSVALE	1 x 20.0CM DINO	COMPATIBLE	107
SEATONS TRANSPORT	39 GRAND AVE	NEXT TO COLLEX CAMELLIA DEPOT	CAMELLIA	30.0CM DINO/HOOK		808
SIMS PLASTICS	79 AIRDS ROAD		MINTO	1 x 23.0CM DINO	COMPATIBLE	107
SIMSMETAL LTD	79 AIRDS ROAD		MINTO	1 x 23.0CM DINO		107
SONOCO AUST PTY LTD	38 WILLIAMSON RD		INGLEBURN	30M3 DINO	COMPATIBLE	107
SOURCE ONE	1/6-8 HUNTLEY ST		ALEXANDRIA	1 x 22CM DINO		110
ST VINCENTS PUBLIC HOSP *PKR*	BARCOM AVE	ATTN: BILL DELFORCE	DARLINGHURST	22.5 CLOSED DINO *****PLEASE READ NOTE		111
STAR TRACK EXPRESS	51 SARGENTS RD	ATT: STEVE WIDGER	MINCHINBURY	23.0CM COMPACTOR DINO	COMPATIBLE	103
STEELMARK/EAGLE GLOBE *CLOSED*	MANCHESTER RD (WEST)	REFER 33000.001	AUBURN	22.5CM DINO		101
SUPACENTA PTY LTD	*6 BINS MON**3 BINS OTHER DAYS	***** NO EXTRAS *****	KENSINGTON	22.5 C'BOARD DINO PACKER		110
SYDNEY FISH MARKET (PACKER)	GIPPS ST/COLD STORE	CALL SECURITY: 0408 117 388	PYRMONT	23.0CM PAK DINO 'SUNDAY'		808
SYDNEY UNI TRADE SERVICE GROUP	SERVICE BUILDING	ABERCROMBIE & CODRINGTON ST	DARLINGTON	15CM DINO		104

SYDNEY WAREHOUSING & DIST SVCS	495-497 VICTORIA STREET		WETHERILL PARK	22.5CM DINO		103
TECH PACIFIC	3 MILLENIUM COURT		MATRAVILLE	22.5CM PAK C'BOARD 22.5CM PAK GENERAL		110
TECH PACIFIC	3 MILLENIUM COURT		MATRAVILLE	37.5CM OPEN PALLETS		110
TECH PACIFIC AUST P/L	3 MILLENIUM COURT	PAPER MILL ACCOUNT NO:T002	MATRAVILLE	15CM OPEN DINO	COMPATIBLE	110
TECHNICOLOR PTY LTD	81 BURROWS RD		ALEXANDRIA	23CM DINO PACKER	COMPATIBLE	110
TOLL EXPRESS	3 HERBERT PLACE		SMITHFIELD	2 X 22.5CM DINO		103
TREND WINDOWS & DOORS P/L(BLK)	52 MANDOON RD	GENERAL/TIMBER	GIRRAWEEEN	22.5CM DINO 'GENERAL'		103
TRI-STAR STEERING (PACKER)	RENWICK ST		MARRICKVILLE	22.5CM CLOSED DINO		110
UD TRUCKS	1-11 KUMULLA RD		MIRANDA	30CM DINO		111
VINIDEX TUBEMAKERS PTY LTD	254 WOODPARK ROAD	**LEAVE DKT SECURITY**	SMITHFIELD	1 x 23.0CM DINO	COMPATIBLE	103
VISYPAK INDUSTRIAL	64 BILOELA STREET		VILLAWOOD	22.5CM CLOSED DINO		107
WESTFIELD BONDI JUNCTION (PAK)	ZONE A	BONDI JUNCTION PLAZA DOCK	BONDI JUNCTION	25CM GENERAL & 31 CARDBOARD PACKER		111
WESTFIELD BONDI JUNCTION (PAK)	ZONE B		BONDI JUNCTION	25CM GENERAL & 31 CARDBOARD PACKER		
WESTFIELD CHATSWOOD	SPRING ST		CHATSWOOD	25CM DINO 'SPRING ST' COMPACTOR		104
WESTFIELD CHATSWOOD	ALBERT ST		CHATSWOOD	25CM DINO 'ALBERT ST' COMPACTOR		
WESTFIELD HORNSBY	BURDETT STREET DOCK	2,626,532,183	HORNSBY	23CM DINO GENERAL PACKER		104
WESTFIELD HORNSBY	FLORENCE & HUNTER ST		HORNSBY	23CM DINO GENERAL PACKER		
WESTFIELD HURSTVILLE	BBC DOCK		HURSTVILLE	25CM DINO PACKER BBC DOCK		110
WESTFIELD HURSTVILLE	DOCK 6		HURSTVILLE	17.5CM DINO PACKER		

WESTFIELD MIRANDA	URUNGA DOCK		MIRANDA	18.0CM DINO		111
WESTFIELD MIRANDA	DOCK 7		MIRANDA	18.0CM DINO		
WESTFIELD MIRANDA	DJ'S		MIRANDA	22.5CM DINO		
WESTFIELD MT DRUITT	CARLISLE AVE & LUXFORD RD		MT DRUITT	23CM DINO EASTERN CREEK TIP COMPACTOR	COMPATIBLE	103
WESTFIELD PARRAMATTA	DOCK E	2,626,525,552	PARRAMATTA	18CM DOCK E PACKER (OWN PACKER)	COMPATIBLE	103
WESTFIELD PARRAMATTA	DOCK F		PARRAMATTA	18CM DOCK F PACKER (OWN PACKER)	COMPATIBLE	
WESTFIELD SYDNEY CENTRAL PLAZA	450 GEORGE ST	GRACE BROS BUILDING	SYDNEY	19CM GEN WET PORTABLE PACKER		104
WESTGATE LOGISTICS	MURTHA RD	**LEAVE DOCKETS**	ARNDELL PARK	1 x 22.5CM DINO 'PALLET'S'		103
WESTON MILLING	BRAIDWOOD ST/OFF HUME HWY	**SCHEDULED PICK UPS ONLY*	STRATHFIELD SOUTH	23CM PAK DINO COMPAT / 15CM	COMPATIBLE	101
WESTRAC	26-28 FRANK ST		WETHERILL PARK	1 x 22.0CM DINO	COMPATIBLE	103
WILLIAM BROOKS & CO (F/L-BULK)	41 ROBERTS RD	**SECURITY CODE 24662**	CHULLORA	20.0CM DINO		101
WRIGLEY COMPANY PTY LTD (BINS)	MICHIGAN AVE *AFTER 7.30AM*		ASQUITH	15CM DINO/HOOK COMPACTOR		809
XLPE CABLES	VILLAWOOD			1 x 23.0CM DINO	COMPATIBLE	107

### 19. Rearlift Variations

Restructure of current runs

Removal of 7 day runs

All runs 6 days with coverage spread alternately

Special station rate of \$1.53 per 240 litre to apply

Contract extension until December 2008 shall apply subject to the terms contained in this document.

### 20. Commercial Bulk Variation

COLLEX PTY LIMITED A.B.N. 20 051 316 584

17 Water Street, Enfield NSW 2136

Telephone: (02) 9642-6977

Facsimile: (02) 9642 4183

27th July 2004

Tony O'Donnell



TWU Official  
31 Cowper Street  
PARRAMATTA NSW 2150

Dear Tony

The purpose of this correspondence is to serve as an exchange of letters between the parties for the changes to the current Contract Determination held between Collex Enfield, its subcontractors and the TWU.

Points of agreement are as follows and the effective date is 1st June 2004.

The 5 existing Dino subcontractors (names attached) are to be 'Grandfathered' in relation to current rates (subject with CPI increases) for existing Dino work.

The subcontractors are to be "Grandfathered" for the life of the current agreement and the extension noted below.

The list (attached) is noted as the agreed existing Dino work only.

Any new work or retendered work shall be at the new rates specified below (where the re-tendering process has resulted in rates charged by Collex to the client being lower).

The new rate shall be effective 1st June 2004 and as follows, Open bins and Compactors at \$95 per service

The rate recognises and includes turnarounds and additional time required with packers.

Out of area rate is \$120 per service

Public holiday rate is \$135 per service

The current contract shall be extended for a period of three years, effective from the existing finishing date of December 2005.

The contract extension is applicable for the Commercial Bulk Division and Rearlift Division effective 1st June 2004.

The Frontlift contract extension shall be offered at the end of its restructure.

Parties may seek formal extension for the Rearlift and Commercial Bulk in the Commission on the signing of this letter or wait for the completion (estimated December 2004) of the Frontlift Division.

Company shall engage 2 Hooklift subcontractors at the current volumes from the existing employees.

Only one Hooklift subcontractor shall be appointed at a time with consultation between the parties.

Signed in agreement

Tony O' Donnell

Kevin Wybron

Mark Denny

Mark Johnson

Darryn Katar

Leslie Poa

Donald Watson

## **21. Frontlift Variation**

COLLEX PTY LIMITED A.B.N. 20 051 316 584  
17 Water Street, Enfield NSW 2136  
Telephone: (02) 9642-6977  
Facsimile: (02) 9642 4183

### **Frontlift Proposal**

#### **Background**

The last meeting we outlined the issues facing the Division and the negative effects that will occur. During my absence both parties were to consider options to determine the future direction of the Division.

#### **Objectives**

The objectives are to ensure we have a cost competitive Division able to meet and compete with the new market forces.

#### **The Proposal**

The proposal allows for the growth and financial protection of the Frontlift Division. The formalisation of that option is as follows.

#### **Rates**

Rather than have a large-scale reduction in rates, the proposal is to have a small reduction and to maintain that rate for the term of 2 years, then reviewed on increased volume for remainder of the contract. This removes any financial hardship from the subcontractor, however allows for the company over the contract period time to compete within the marketplace.

Rates from the 1st January to be \$3.85 per mtr. This rate to be fixed for 2 years. If volumes have increased between 5% to 10% from the November 2004 average due to increased sales, the rate shall remain effective for a further 12 months

The final year is dependant on volumes increasing by 15% from the November 2004 average volumes. The company reserves its right to consult with the subcontractors on any large volume work it wishes to tender for. If increased volume targets are not reached, the CPI adjustment for the year as per the contract shall apply

The rates are a balance between our competitors and a premium in recognition of our subcontractors

#### **New Contract**

The subcontractors sought an extension from the termination of the existing contract in 2005. The term of 4 years will be granted on acceptance of this agreement.

All new subcontractors shall be required to work 6 days per week. Restructure of runs will always remain with the company, however it is not the intention of the company to reduce volumes, provided service levels, contractual obligations, legal and statutory requirements are adhered to.

It is believed that this is a fair application and will also ensure that the subcontractors remain productive and financial competitive.

Signed in Agreement

Kevin Wybron

Steve Christie

Brent Hardie

Andrew Luttrell

Brett Miller

Les Lalor

Paul Howarth

Eric Eriksson