

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/188

TITLE: Thiess Services (C&R) / Transport Workers' Union Heads of Agreement 2003-2005

I.R.C. NO: IRC3/4620

DATE APPROVED/COMMENCEMENT: Approved 23 September 2003 and commenced
22 August 2003

TERM: 24

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 31 October 2003

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees performing work described in the classifications in the Agreement who are engaged by Thiess Services' Collection and Recycling division in the Illawarra region and at the Chullora MRF and who fall within the coverage of the Transport Industry-Waste Collection & Recycling (State) Award and the Transport Industry-Trade Waste (State) Award

PARTIES: Thiess Services Pty Limited -&- the Transport Workers' Union of New South Wales

**THIESS SERVICES PTY LTD
(Collection & Recycling Division)**

AND

TRANSPORT WORKERS UNION OF AUSTRALIA

HEADS OF AGREEMENT 2003 - 2005

Statement of Intent:

This document sets out the agreement reached between the Transport Workers' Union of New South Wales and Thiess Services Pty Ltd regarding the terms and conditions of employment for those employees covered by the scope of this Agreement.

The parties to this agreement agree to be bound, to respect, and to abide by the matters addressed in this document for the duration of this Agreement. Further, the parties agree to enter into enterprise agreement(s) at the Company's respective sites and/or operations to formalise the matters in this document.

In this document, items appearing in italic print are items that will be transferred into the respective enterprise agreements verbatim (subject to superficial changes such as paragraph numbering). Other items are indicative of the in-principle agreement reached, and are to be expressed formally in the respective enterprise agreements.

1. Title

This Agreement shall be known as the "Thiess Services (C&R) / Transport Workers' Union Heads of Agreement 2003 - 2005".

2. Parties

The parties to this Agreement shall be:

- (i) Thiess Services Pty Ltd (ACN 010 725 247) Collection and Recycling Division, New South Wales (the Company), and
- (ii) Transport Workers Union of New South Wales (the Union).

3. Operation

This Agreement shall apply to all of the Company's employees engaged to perform work pursuant to the *Transport Industry - Waste Collection and Recycling (State) Award* and the *Transport Industry - Trade Waste (State) Award*, at the Company's Chullora MRF and the Illawarra region, and such other sites as may be agreed between the parties from time to time.

This Agreement shall come into force on 1 July 2003, and remain in force until the end of 30 June 2005.

4. Existing Agreements

The parties agree that, unless explicitly indicated to the contrary in this document, the terms and conditions of existing agreements shall be incorporated into this Heads of Agreement, and the parties agree to remain bound to those terms and conditions. These existing agreements are:

Thiess Services Enterprise Agreement 2000 and, by virtue of this agreement, the following agreements are incorporated into this Heads of Agreement:

Thiess Environmental Services Chullora MRF Enterprise Agreement 1998 in respect of the Company's Chullora operations.

Thiess Environmental Services Pty Limited Illawarra Region Agreement 1998, incorporating the following site-specific agreements:

- (i) *Wollongong City Council Domestic Waste Collection Contract; and,*
- (ii) *Wollongong City Council Domestic Recycling Collection Contract; and,*
- (iii) *Shellharbour City Council Domestic Waste Collection Contract; and,*
- (iv) *Shellharbour City Council Domestic Recycling Collection Contract; and,*
- (v) *Illawarra Region Material Recovery Facility; and,*
- (vi) *Illawarra Region Commercial & Industrial Operations,*

in respect of the Company's Illawarra operations.

5. Wage Increases

It is agreed that throughout the life of this Agreement, the following wage increases shall apply for employees under this Agreement:

- 5.1 Rates of pay for employees shall be increased by an amount of 2.5% on 1 July 2003.
- 5.2 Rates of pay for employees shall be increased by a further 2.5% on 1 January 2004.
- 5.3 Rates of pay for employees shall be increased by a further 2.5% on 1 July 2004.
- 5.4 Rates of pay for employees shall be increased by a further 2.5% on 1 January 2005.
- 5.5 Provided that the increases referred to in clauses 5.2, 5.3 & 5.4 shall only be payable if, at the time they fall due, enterprise agreements giving effect to this agreement have been approved by the Industrial Relations Commission of New South Wales for the respective sites and/or operational units.

6. Training

In addition to existing training provisions, the parties have agreed on two items.

6.1 Blue Card:

6.1.1 Where a comprehensive Occupational Health and Safety Induction Programme does not exist, prior to a transport worker commencing work with the Company, the Company will ensure that the transport worker has successfully undertaken a Blue Card induction programme. Where a comprehensive Occupational Health and Safety Induction programme does not exist, existing employees shall undertake a Blue Card induction programme prior to the expiry of this Heads of Agreement.

6.1.2 In this clause, an induction programme shall be considered "comprehensive" if the contents of the programme provides at least an equivalent level of instruction to the Blue Card. To avoid doubt an "equivalent level" will be demonstrated if the induction programme provides for comparable training in respect of the contents of the Blue Card induction programme.

6.1.3 Provided that:

- (i) *Inductees or employees shall be paid at their ordinary rate of pay for attendance at the Blue Card induction programme up to a maximum of four hours, and;*
- (ii) *An inductee who cannot complete the Blue Card induction programme within one day's ordinary hours shall be deemed unsuitable for employment, and;*
- (iii) *Sub-clause 6.1.3(ii) shall not apply to existing employees.*

6.2 Additional training:

The parties agree that in part consideration for the wage increases referred to in clause 5, above, employees shall attend eight hours' training per calendar year, in their own time and for no additional remuneration, in blocks of either 2, 4 or 8 hours, provided that the training programme is scheduled so as to avoid impacting on employees' rostered overtime, and that no employee is required to attend such a course on a weekend without their consent.

7. Disputes Resolution Procedure

The parties have agreed to the following text for the disputes resolution procedure:

In the event of a question, dispute or difficulty arising at a workplace:

- (i) *The matter shall first be raised with the workplace supervisor and agreement sought.*
- (ii) *If the dispute is not resolved at this level, the matter may be discussed between the Union delegate and the workplace manager.*
- (iii) *Should the dispute remain unresolved, the matter may be referred to an official of the Union, who shall discuss it with senior management. The employer may, if so desired, be represented by a representative of an employer association of which the employer is a member.*
- (iv) *In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Relations Commission of New South Wales.*
- (v) *Reasonable time limits will be allowed for discussion at each level of authority*
- (vi) *While the procedure is being followed, normal work will continue as directed.*
- (vii) *In the event that normal rostered work is not performed due to industrial action by employees covered by this Agreement, the Company may, at its absolute discretion, require any employee to complete such work at a later time or times, on any day Monday to Friday, but within five working days of the stoppage, as normal time work and in addition to any other normal time worked on that day, and for the same remuneration as they would otherwise have received had work been performed as rostered, irrespective of whether or not the employee in question would otherwise be entitled to any additional loadings, penalties or allowances.*
- (viii) *In the event of make-up time being worked pursuant to clause 7(vii), the Company will, on a case by case basis, seek to reach agreement with the site delegate or a nominee nominated by the employees concerned, to determine the most suitable schedule to perform the work. However, in the event that agreement cannot be reached before the end of the next working day, the Company shall have the absolute right to schedule for such additional work to be performed at a time (or times) determined at its discretion, PROVIDED THAT, such work is scheduled to be adjacent to a rostered shift (or rostered shifts), or, subject to the completion of work scheduled for that day having been completed, during a rostered shift. Notwithstanding, no employee shall be required to work excessive hours in addition to their rostered hours without their consent, subject, however, to the work being performed collectively within the time frame proscribed by clause 7(vii).*

8. Shift Allowance

The parties have agreed on the following text regarding the implementation of a night shift allowance for employees engaged under the *Transport Industry - Waste Collection & Recycling (State) Award* who are not engaged on, or in connection with, the collection of domestic waste, refuse etc.

8.1 *For the purposes of this clause,*

"night shift" shall mean the rostered ordinary hours of an employee where such hours commence at or after midnight and at or prior to 4.00 a.m. inclusive on any day Monday to Sunday; and,

"afternoon shift" shall mean the rostered ordinary hours of an employee where such hours commence at or after 4.00 p.m. or prior to midnight inclusive on any day Monday to Sunday.

8.2 *Employees not engaged in the collection of domestic garbage, sanitary and sullage, recycling materials and litter bins who perform shift work shall be paid the following loadings in addition to their ordinary rate of pay:*

From the first full pay period commencing on or after 1 July 2003:

(a)	<i>Monday - Friday Afternoon shift:</i>	<i>20%</i>
(b)	<i>Monday - Friday Night shift:</i>	<i>20%</i>
(b)	<i>All work performed on Saturday:</i>	<i>50%</i>
(c)	<i>All work performed on Sunday:</i>	<i>100%</i>

From the first full pay period following on or after 30 June 2005:

(a)	<i>Monday - Friday Afternoon shift</i>	<i>20%</i>
(b)	<i>Monday - Friday Night shift</i>	<i>30%</i>
(c)	<i>All work performed on Saturday</i>	<i>50%</i>
(d)	<i>All work performed on Sunday</i>	<i>100%</i>

8.3 *Nothing in sub-clause 8.2 is to be taken to affect any rights to a shift loading that existed before this sub-clause came into force.*

8.4 *Notwithstanding anything contained in this clause, a night shift shall be paid at the rate applicable to the day on which the majority of the ordinary hours are worked.*

8.5 *Notwithstanding anything contained in this clause, employees shall work ordinary hours on a Saturday or Sunday only in the circumstances and subject to the conditions prescribed by the *Transport Industry - Waste Collection & Recycling (State) Award*.*

9. Subcontractor Compliance

It is agreed that the Company will use its best lawful endeavours to ensure that subcontractors and labour hire agencies as well as their respective transport workers who are performing work that is described in this agreement, receive their due entitlements and abide by their obligations at law, including, but not limited to, entitlements and obligations under awards, contract determinations, and legislation relating to road transport regulation and occupational health and safety. To this end, the Company will implement appropriate contract and invoicing arrangements, having regard to section 127 of the *Industrial Relations Act 1996 (NSW)* and section 175B of the *Workers Compensation Act 1987 (NSW)*. The Company will not continue to engage operators who persistently breach these invoicing requirements.

10. Blood Donor's Leave

The parties agree to the following text regarding blood donor's leave, subject to advice regarding medical restrictions on driving following donation of blood. In the event that there are restrictions placed on employees that would impact on the employees' work for the following day (and any subsequent day) it shall not apply to those employees.

- 10.1 *Subject to the remainder of this clause, in the case of an emergency, or where it is impracticable to donate blood outside of working hours, a weekly employee who is absent during ordinary rostered working hours 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.*
- 10.2 *Provided that an employee taking leave referred to in paragraph 10.1, above, shall arrange for his or her absence to be no more than two hours from the end of his or her ordinary rostered working hours for that day.*
- 10.3 *Provided further that, where an employee seeks to donate blood in accordance with this clause on the basis that it is impracticable to donate outside rostered working hours, the employee shall provide the manager with at least forty eight hours notice of his or her intention to donate blood, and the reasons why it is impracticable outside of working hours. Permission to take such leave will be conditional on it being granted so as to not disrupt the daily work schedule.*
- 10.4 *Notwithstanding anything else contained in this clause, employees who are engaged at a site which arranges for blood donation to occur at the employer's place of work, whether inside working hours or not, at least once every six months, shall not be entitled to take blood donors leave, except in the case of emergency.*
- 10.5 *Notwithstanding anything contained in this clause, where medical restrictions are placed on an employee following the donation of blood which impact on an employee's capacity to perform their next rostered shift (or any subsequent rostered shifts), the employee shall not be entitled to take blood donor's leave.*

11. Low Entry Vehicles

The parties recognise that the Company does not presently utilise low entry vehicles. It has been agreed that, whilst in their current configuration, the Company will not utilise low entry vehicles in the normal course of collecting domestic garbage.

For the purposes of this clause, a "low entry vehicle" means a motor or other power propelled vehicle used in connection with the collection of domestic garbage that has a low curb-side operating platform upon which the driver performs driving and waste collection duties whilst in a standing position.

12. Volunteer Emergency Services Leave

The parties have agreed to the following text:

- 12.1 *Subject to the remainder of this clause, an employee who is also a member of a recognised and accredited volunteer emergency service or bush fire brigade shall, where a natural disaster is declared, be entitled to take a leave of absence if they are required to attend an emergency during a period they would ordinarily be required to work.*
- 12.2 *Subject to an agreement between the individual employee concerned and management, such leave shall be deemed to be personal/carer's leave.*
- 12.3 *An employee shall only be entitled to an amount equivalent to one half of their sick leave accrual in any three-month period.*

- 12.4 *In order to become eligible to take such a leave of absence, the employee must notify the employer of the details of the service in which they are enlisted, their post and the contact details of their commanding officer. An employee who is a commanding officer of a distinct operational unit shall provide the Company with the contract details of their immediate superior.*
- 12.5 *Prior to taking such a leave of absence, the employee must state the nature of their leave of absence, including the location and purpose, as well as the expected duration and current contact details for their superior officer for the purpose of verification of such details.*
- 12.6 *An employee without sick leave entitlements shall not be eligible to take such a leave of absence, however, where an employee has accrued leave, the employee shall be entitled to use rostered days off, annual leave or long service leave, where applicable, at short notice, provided that the conditions of this clause are met.*
- 12.7 *The determination of the validity, or otherwise, of an employee's request to take such leave shall rest with the Company, who shall not unreasonably deny such a request.*

13. Yard Agreements

It has been agreed that, from time to time, it may be necessary to negotiate new yard agreements to accommodate new head contract requirements, or changes to existing head contract requirements. Where the Company identifies the need for such an agreement, employees will participate in meaningful discussions with management for the purpose of determining appropriate mechanisms to improve and enhance the competitiveness of the Company with respect to new tenders and/or re-tenders and/or existing operations.

For the purpose of this clause, a "head contract" refers to any contract entered into, or proposed to be entered into, by the Company with another entity (including a natural person) to provide services to, or through, that other entity which includes the provision of services which, if performed by an employee, would be governed by the *Transport Industry - Waste Collection & Recycling (State) Award* or the *Transport Industry - Trade Waste (State) Award* in the absence of an industrial instrument to the contrary.

14. No Extra Claims

It is agreed that during the life of this Agreement there will be no further claims from either party, either with respect to the Award, the provisions of this Agreement, or any other matters.

15. Signatories

Signed for and on behalf of Thiess Services Pty Ltd by its authorised representative:

(signature)	(witness signature)
(print name)	(print name)
(date)	

Signed for and on behalf of the Transport Workers' Union New South Wales by its secretary:

(signature)	(witness signature)
(print name)	(print name)
(date)	