

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/225

**TITLE: SITA-BFI Pty Ltd, Transport Workers Union (NSW Branch)
Company Operator's Enterprise Agreement 1998**

I.R.C. NO: 99/4006

DATE APPROVED/COMMENCEMENT: 12 August 1999 and commenced 1 October 1998

TERM: Expires 31 December 1999

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

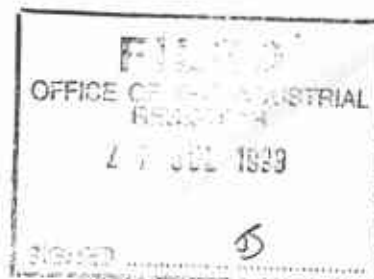
NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of the Company in the Central Coast District in the following areas: Materials Recovery Facility ; Workshop Employees excluding casuals and Sustain and 90 Industrial Trade Waste Employees

PARTIES: SITA-BFI (Central Coast) Pty Ltd -&- Transport Workers' Union of Australia, New South Wales Branch

CODE: EBA: C/COAST



SITA - BFI PTY LIMITED

TRANSPORT WORKERS UNION (NSW BRANCH)

ENTERPRISE AGREEMENT

CENTRAL COAST DISTRICT

OCTOBER 1998

To S.P.



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Appendix A

Appendix B



1. TITLE OF THE AGREEMENT

This Agreement shall be known as the SITA-BFI Pty Limited, Transport Workers Union (NSW Branch) Company Operator's Enterprise Agreement 1999.

2. PARTIES TO THE AGREEMENT

This Enterprise Agreement (EA) is made pursuant to the provisions of Chapter 2 of Part 3 of Division 2 - Enterprise Agreements, of the New South Wales Industrial Relations Act 1991. The EA shall have an effective operative date from the date of registration by the New South Wales Industrial Relations Commission, and shall be binding on SITA-BFI Pty Limited, the Company, and the Transport Workers Union of Australia (NSW branch), the Union, and the employees of the Company at Central Coast District listed in Appendix A that are normally covered by the award covering operators of all descriptions.

3. DURESS

The parties to this Enterprise Agreement state that this Agreement has not been entered into under any duress from any party.

4. RELATIONSHIP TO THE AWARD

This Agreement shall be read in conjunction with the Transport Industry-Waste Collection and Recycling (State) Award, 1995 and the Transport Industry Trade Waste State Award 1994. Where there is any variation or inconsistency between the Awards and this Agreement then the provisions of this Agreement shall apply to the extent of the inconsistency or variation.

5. NO FURTHER CLAIMS

Except for movement in the Award rate of pay, there shall be no further claims made during the currency of this Agreement.

6. DURATION OF THE ENTERPRISE AGREEMENT

The duration of the Agreement shall be from 1 October, 1998 to 31 December, 1999.

7. REVIEW OF THE AGREEMENT

Notwithstanding anything contained in clause 6, the parties to this agreement shall not later than 30 September, 1999 enter into further discussions regarding wages outcomes. It is the intention of the parties to reach agreement on such wage outcomes by 31 December 1999 and to implement such agreement by way of a variation to this agreement or a new agreement rescinding and replacing this agreement.



8. OBJECTIVES AND THE INTENT OF THIS AGREEMENT

a) The parties to this Agreement are committed to achieving improvements in productivity efficiency and flexibility which in turn will significantly increase the Company's competitiveness and offer secure and worthwhile employment for the employees.

b) In order to achieve the vision of being a successful and caring Company, the following have been identified as elements necessary in the attainment of that vision:-

- i) a customer service focus
- ii) having safe and rewarding work
- iii) developing a culture of continuous improvement
- iv) employee participation in matters that affect them
- v) increase competitiveness
- vi) adherence to all laws pertaining to the Waste Industry

c) It is in the intention of all parties to abide by the following principles:-

- i) separate EA for all sites that reflects local conditions
- ii) to enact flexibility in all routes with respect to manning and number of trucks
- iii) to maintain RDO's
- iv) To measure productivity on the basis of service hours by contract system by month
- v) To develop a multi skilled and flexible work force which enhances productivity and competitiveness of the business.



9. CONSULTATIVE COMMITTEE

Each yard shall form a Consultative Committee consisting of representatives of different waste systems and different interests, and they may be elected by a group or system basis, provided that they are truly representative of all interests in the yard. The relevant TWU official and the CEO or his representative shall be ex officio to all consultative committees.

Safety and Industrial Relations issues are not the province of the Consultative Committee.

Duties

- i) To hold regular meetings at least monthly.
- ii) To participate in the benchmarking for productivity measurements;
- iii) To participate in the consultative process between drivers, sales staff and operations staff so as to increase the efficiency of the business.
- iv) To pursue the objectives and intent of the EA as outlined in Clause 8.
- v) To deal with yard specific issues.
- vi) To make recommendations to the review of this Agreement as outlined in Clause 7.

10. DISPUTES AND GRIEVANCE PROCEDURES

It is the intention of all parties to settle disputes as quickly and as close to the source as possible, and the objectives of the procedure shall be to promote the resolution of disputes/grievances by measures based on consultation, co-operation and discussion, to reduce the level of industrial confrontation and to avoid interruption to the performance of work and the consequential loss of production and wages.

Issues shall be dealt with in the following manner:-

- i) in the event of a dispute or grievance, the representative of the Union on the job and a supervisor shall attempt to resolve the matter in the issue as close as possible to the source in the first instance and within 24 hours;



- ii) in the event of failure to resolve a dispute or grievance at the job level the matter shall be subject to discussions between the Organiser of the Union and the Operations Manager;
- iii) should the dispute remain unsolved, the Secretary of the Union or his representative will confer with District Manager;
- iv) in the event of no agreement being reached at this stage, either party may refer the matter to the Industrial Relations Commission of New South Wales for resolution.

In all cases, work shall continue normally while these negotiations are taking place.

11. TRANSFER BETWEEN YARDS

In the instances of transfer between yards for any operators positions absolute preference will be given in the first instance to permanent employees of SITA-BFI.

12. ROSTERED DAYS OFF

12.1 Each employee will receive an entitlement for a rostered day off (RDO) in each 4 week (20 day) cycle by working 8 ordinary hours each day for the first 19 days of the cycle.

This entitlement shall be administered in the manner set out below.

12.2 Six RDO's shall be available to be taken by agreement between the Company and the employee at a mutually acceptable time within each calendar year.

12.3 A further six RDO's shall accumulate and will not be available to be taken as time off.

12.4 At the agreed time, generally the last pay period before Christmas, the employee shall be paid out the value of any accumulated RDO's above the six available RDO's.

12.5 RDO's may be paid out at another time in the year with the agreement of the Company.

12.6 Each employee will start each calendar year, from 1 January, 1999, with a maximum of six available RDO's.

12.7 All current RDO entitlements in excess of 6 days (45.36 hours) shall be paid out before 1 December, 1998.



13. ALTERNATIVE EMPLOYMENT

Where an employee is unable to perform employment tasks that he or she is normally engaged for, such as breakdown of a truck or withdrawal of a truck from run, he/she shall perform any other duties for which he/she has been trained and is competent.

14. OPERATION OF VEHICLES AND PLANT BY STAFF PERSONNEL

- a) it is agreed that staff personnel will be able to operate/drive vehicles/plant provided they are suitably qualified and trained to do so in the event of regular drivers not volunteering, and that it is not the intention to deprive regular operators of overtime.
- b) such operation of vehicles or plant shall occur:-
- i) in the case of emergency as defined as maintenance of services to hospitals, schools, septics in general and in health or life threatening situations or
 - ii) as part of a training program in consultation with the yard delegate or
 - iii) as part of a maintenance or safety check by appropriately qualified personnel or
 - iv) in unforeseen circumstances with prior discussion with the yard delegate, or the co-delegate in the absence of the delegate.
- c) staff personnel shall not operate a company vehicle for the purposes of performing regular waste collection/disposal services.

15. WASHING OF TRUCKS

The principle of washing trucks during ordinary hours of work shall apply.

16. UNIFORMS

To assist customer identification of personnel on the sites and to promote the image of the company, all permanent employees will be provided with uniforms with identifying names of the wearer and shall be worn whilst on duty.

The Company shall issue annually during the month of June and thereafter annually and/or when damaged to all employees who are party to this Agreement free of cost the following:-

- 1 flying jacket
 - 1 jumper
 - 6 shirts or t-shirts in any combination
 - 5 trousers, shorts or trackpants in any combination
 - 1 pair appropriate safety footwear
- In addition, workshop employees shall be supplied with laundered overalls (or equivalent) on an as needed basis.



17. REDUNDANCY

Where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be performed by anyone and thus the position is redundant. the following shall apply:-

- i) In the first instance, the operators should be redeployed to other permanent positions in the yard.
- ii) Failing redeployment voluntary redundancy shall be offered to affected operators.
- iii) Given i) and ii) above fail to fulfil the numbers required, then voluntary redundancy shall be offered on a yard wide basis.
- iv) Failing i), ii) and iii) above, redundancy shall occur on a last on first off basis

Period of Notice

See Appendix B.

Severance Pay

See Appendix B.

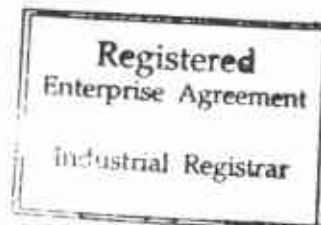
Time off during notice period

During the period of notice of termination under a redundancy decision an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment. The employee shall be required to produce proof of attendance at an interview or attendance at a CES office for registration purposes.

Method of redundancy

Where redundancy is to occur, the employer shall give the required number of weeks notice or at the option of the employer pay the required number of weeks in lieu of notice or a combination thereof by negotiation with the TWU.

All accrued annual leave, accrued rostered days off accrued long service leave shall be paid out according to entitlements.



18. WORK SYSTEMS TECHNOLOGY

The parties recognise and accept the need for an introduction of systems which improve the performance of the business, for example (but not limited to) the computerised systems for the identification and weighing of waste containers. There shall be an ongoing commitment by all parties to the furtherance of this increase in technology as applied to the Waste Industry.

19. OWNER DRIVERS

If the need arises where the Company foresees the need to engage owner drivers it shall be subject to negotiation via a 675 Agreement between SITA-BFI Pty Ltd and Transport Workers Union (NSW Branch). Current site permanent employees shall be given the first right of a refusal for these owner driver opportunities. Following that the offer shall be made to the broader Company personnel.

20. A FLEXIBLE AND MULTISKILLED WORKFORCE THROUGH TRAINING

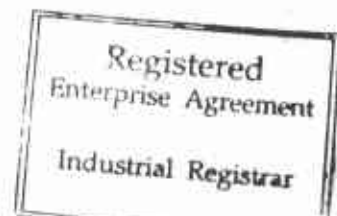
- i) all parties are committed to developing a flexible and multiskilled workforce where operators are rewarded according to skills acquired and are provided with a skills based career path;
- ii) All parties agree that in the interests of developing the level of skills in industrial relations and employee relations that the delegates shall be given up to 5 days study leave to attend TWU accredited courses;
- iii) All employees will be offered an opportunity to partake of training that enhances their level of skills and thus providing them with a career path and access to a higher level of remuneration.

21. WAGES ADJUSTMENTS

- (a) During the life of the Agreement the following wage increases will be applied from the first pay period to commence on or after the date shown:-

<u>Increase %</u>	<u>Date</u>
2½	1 October 1998
2 ½	1 April 1999
2½	1 September 1999

NB. 2½% increase in April to be paid as 1¼% wages and 1¼% as wage income protection.



21.1 PRODUCTIVITY

5% - productivity bonus paid monthly in arrears and based on productivity improvement by system. The goals and objectives of the productivity measures shall be determined and managed by the Consultative Committee.

22. LABOUR HIRE

In the event of SITA-BFI deciding to utilise hire agency casuals SITA-BFI shall ensure that the site rates shall be the basis of payment for individual casuals.



APPENDIX A

SECTIONS OF CENTRAL COAST DISTRICT THAT ARE PARTY TO THIS ENTERPRISE AGREEMENT

1. Materials Recovery Facility Employees

.....
Co-Delegate


2. Workshop Employees excluding Casuals


.....
Co-Delegate

3. System and 90 Industrial Trade Waste Employees

.....
Co-Delegate

4. Transport Workers Union (NSW)

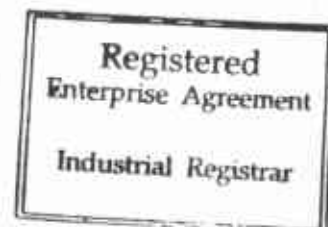

.....
Official

5. Transport Workers Union (NSW)


.....
Secretary

6. SITA-BFI Pty Limited


.....
Authorised Manager



APPENDIX B

UNDER 45 YEARS				OVER 45 YEARS		
Completed Years of Service	Notice	Severance	Total	Notice	Severance	Total
<1	3	N/A	3	3	N/A	3
1	3	4	7	3	5	8
2	3	7	10	3	8.75	11.75
3	3	10	13	4	12.50	16.50
4	3	12	15	4	15	19
5	4	15	19	5	17.50	22.50
6	4	18	22	5	20	25
7	4	21	25	5	21	26
8	4	24	28	5	24	29
9	4	24	28	5	24	29
10	4	24	28	5	24	29
11	4	24	28	5	24	29
12	4	24	28	5	24	29
13	4	24	28	5	24	29
14	4	24	28	5	24	29
15	4	24	28	5	24	29
15 years and over	4	24	28	5	24	29

Registered
Enterprise Agreement
Industrial Registrar