

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/224

TITLE: SITA-BFI and TWU (NSW Branch) Enterprise Agreement 1998

I.R.C. NO: 99/4005

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: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees, whether members of the union or not employed under the terms of the Transport Industry - Waste Collection and Recycling (State) Award

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

CODE: EBA:WPK:WAG

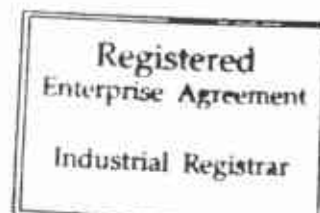
SITA-BFI PTY LTD



**TRANSPORT WORKERS UNION
(NSW BRANCH)
ENTERPRISE AGREEMENT**

**WETHERILL PARK
AND
WAGGA WAGGA**

OCTOBER 1998



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Appendix A

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ENTERPRISE AGREEMENT

1.0 TITLE

This Agreement shall be known as the SITA-BFI and TWU (NSW Branch) Enterprise Agreement, 1998.

2.0 RELATIONSHIP TO AWARD

- 2.1 This Agreement is to be read in conjunction with the Transport Industry – Waste Collection and Recycling (State) Award (“the award”).
- 2.2 Where this Agreement and the award differ on common subject matter the provisions of this Agreement shall apply to the extent of any inconsistency.

3.0 PARTIES BOUND AND SCOPE

3.1 This Agreement shall apply to:-

- 3.1.1 SITA-BFI (NSW) Pty Ltd of Lot 2, Waterview Close, Hampton Park, Victoria (“the Company”); and
- 3.1.2 Transport Workers Union of Australia, New South Wales Branch of 388-390 Sussex Street, Sydney, NSW (“the union”).

3.2 In respect of:-

- 3.2.1 Employees of the Company, whether members of the union or not, employed under the terms of the award and covered by the:-
- SITA-BFI (NSW) Pty Ltd, Transport Workers Union (NSW Branch) Enterprise Agreement.



4.0 PERIOD OF AGREEMENT

This Agreement shall take effect from the first full pay period beginning on or after 1 October 1998 and shall remain in force until 31 December 1999.

5.0 DISPUTE SETTLEMENT

Any dispute arising out of the application of this Agreement shall be settled by using the dispute settling process set out in the award.

6.0 WAGES

- 6.1 At the commencement of this Agreement, employees are paid wages in accordance with current practice.
- 6.2 During the life of the Agreement the wage increase shown in Appendix A will be applied from the first pay period to commence on or after the date shown.
- 6.3 Award wage increases which may occur during the life of this Agreement will be absorbed and not passed on to the employees.

7.0 ROSTERED DAYS OFF

- 7.1 Each employee will receive an entitlement for a Rostered Day Off in each 4 week cycle by working, 8 hours each day for the first 19 days of the 20 day cycle.
- 7.2 This Rostered Day Off may be taken by agreement between the employee and the Company at a mutually acceptable time.
- 7.3 Rostered Day's Off may be accumulated to a maximum of Six Days in Total.
- 7.4 The accumulated days may be paid out at any time within the normal pay periods.



7.5 Accumulated hours of Rostered Day's Off that equal 7 days (53.12 hours) shall be paid as they occur.

i.e: 1 day (7.36 hours) shall be paid within the normal pay period to ensure accumulated hours do not exceed 6 days (45.36 hours).

7.6 All current RDO entitlements over 6 days (45.26 hours) shall be paid out prior to the first 2 ½% increase as agreed.

8.0 DISCIPLINARY PROCESS

Employees covered by this Agreement shall be subject to the Company's "Employee Disciplinary Policy and Procedure" which sets out a process of counselling, training and warnings to deal with disciplinary issues.

9.0 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 thus the position is redundant. The following shall apply:-

9.1.1 In the first instance, the operators should be deployed to other permanent positions in the yard.

9.1.2 Failing redeployment voluntary redundancy shall be offered to affected operators.

9.1.3 Given (9.1.1 and 9.1.2) above, fail to fulfil the numbers required, then voluntary redundancy shall be offered on a yard wide basis.

9.1.4 Failing (9.1.1, 9.1.2 and 9.1.3) above, redundancy shall occur on a last on first off basis.

9.1.5 Failing (9.1.1, 9.1.2 and 9.1.3) above, Wagga Branch shall have last on first off in each system.

9.2 PERIOD OF NOTICE

Refer Appendix B.



9.3 SEVERANCE PAY

Refer Appendix B.

9.4 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.

9.5 METHOD OF REDUNDANCY

Where redundancy is to occur, the employer shall give the required number of weeks notice or it is option of the employer to 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.

10.0 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.

11.0 TWU SUPERANNUATION

In the event of changes to the Superannuation Guarantee SITA-BFI agree that they will continue making contributions to the TWU Superannuation Fund.

12.0 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.



**SIGNED FOR AND ON BEHALF OF:
SITA-BFI (NSW) PTY LTD**

Chris Hunt

DATE:

13/4/99

**TRANSPORT WORKERS UNION OF
AUSTRALIA (NEW SOUTH WALES BRANCH):**

[Signature]

DATE:

26.3.99

APPENDIX A

Wage Adjustment

POSITION	CURRENT RATE	01/10/98	01/04/99	01/09/99
Marrell Driver	\$14.9820	\$15.3566	\$15.7405	\$16.1340
Driver Roll on/Roll off	\$15.3907	\$15.7755	\$16.1699	\$16.5741
Driver Rear Load	\$15.3907	\$15.7755	\$16.1699	\$16.5741
Driver Front Lift	\$15.6374	\$16.0283	\$16.4290	\$16.8398
Driver Tanker Liquid - 121	\$15.7388	\$16.1323	\$16.5356	\$16.9490
Driver Tanker Liquid - 123	\$15.9821	\$16.3817	\$16.7912	\$17.2110
Yardman	\$12.9612	\$13.8727	\$14.2195	\$14.5750



APPENDIX B

Completed Years of Service	Under 45 Years			Over 45 Years		
	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

