

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/234

TITLE: SITA Environmental Solutions/Transport Workers' Union of Australia (NSW Branch) Waste Industry Heads of Agreement 2003

I.R.C. NO: IRC4/599

DATE APPROVED/COMMENCEMENT: 3 March 2004/1 July 2003

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 3 September 2004

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees of SITA Environmental Solutions ("the Company"), Level 14, 9 Hunter Street Sydney NSW 2000, who are engaged in the Company's domestic waste and recycling and trade waste operations in NSW and who fall within the coverage of the Transport Industry Trade Waste (State) Award or the Transport Industry Waste Collection and Recycling (State) Award

PARTIES: SITA Environmental Solutions -&- the Transport Workers' Union of New South Wales

SITA ENVIRONMENTAL SOLUTIONS/TRANSPORT WORKERS' UNION OF AUSTRALIA (NSW BRANCH) WASTE INDUSTRY HEADS OF AGREEMENT 2003

INDEX

1. Title
2. Parties
3. Operation
4. Definitions
5. Commitment
6. Training
7. Measures to increase efficiency
8. Conditions of engagement
9. Rates of remuneration for employee transport workers
10. Income and entitlement protection
11. Settlement of disputes
12. Superannuation
13. Transport industry - training education and industrial rights council
14. Blood donor leave
15. Volunteer emergency services and bush fire fighters'
16. Meal allowance
17. Shift allowances
18. Employee deductions
19. Union recognition and delegates' rights
20. Reasonable work hours
21. Job security
22. Operation of this agreement
23. No extra claims
24. Leave reserved
25. Execution

1. Title

This Agreement shall be known as the SITA Environmental Solutions/Transport Workers' Union of New South Wales Heads of Agreement.

2. Parties

The parties to this Agreement shall be SITA Environmental Solutions "SITA" in respect to its waste collection operations in New South Wales

and

The Transport Workers' Union of New South Wales "The TWU".

3. Operation

This Agreement shall apply to all of the domestic waste and recycling and trade waste operations of SITA located in the State of New South Wales.

4. Definitions

"Contract Carrier" means any person performing a "Contract of Carriage" as defined by Section 309 of the Industrial Relations Act, 1996.

"Employee" means all Transport Workers covered by the classifications referred to in the NSW Trade Waste Award and the NSW Waste Collection and Recycling Award.

"Industrial Rights Training". An awareness and understanding of the conditions and obligations that an employee would be entitled to under their Award, Enterprise Agreement, NSW Industrial Relations Act and other legislated matters of employment.

"Award" in relation to wages and monetary rates, means the rates set out in part B of the Transport Industry - Waste Collection and Recycling (State) Award 2000 as varied from time to time in relation to employees whose employment falls within the scope of that Award or the Transport Industry -Trade Waste (State) Award 2001 as varied from time to time in relation to employees whose employment falls within the scope of that Award.

"Terms and Conditions" of employment other than monetary rates means part A of the Domestic Waste And Recycling (State) Award 2000 in relation to employees whose employment falls within the scope of that Award or the Trade Waste (State) Award 2001 in relation to employees whose employment falls within the scope of that Award, as those Awards read at the date of this Agreement, provided that any clause that is inserted in said Award relating to the protection of employee entitlements after the date of the making of this Agreement shall also apply to the parties covered by this Agreement.

"Blue Card" means safety initiative for the transport and distribution industry, based upon the Transport and Distribution (TDT 1997) nationally recognised level 1 training competency,

"Transport Workers" means any employee whose work is covered by this Agreement.

"TWU" means the Transport Workers' Union of Australia, New South Wales branch.

5. Commitment

By entering this Agreement, the employer hereby makes a Commitment to:

- (a) Enhance the productivity and efficiency of SITA' operations.
- (b) Train Transport Workers in the Industrial Rights, Occupational Health and Safety and Vocational Skills.
- (c) Provide Transport Workers with a just measure of Income and Entitlements Protection.
- (d) Engage and utilise where practical Full Time employees and contract carriers to their full capacity before casual or part-time employees.
- (e) Positively support the making of the determination under the *Industrial Relations Act 1996* for Contractors carrying out domestic waste collections other than the Ashfield and Wagga Wagga contracts.
- (f) Ensure that all employment and labour hire agencies pay site rates and abide by all lawful requirements (including but not limited to Occupational Health and Safety).
- (g) Enter into Enterprise Agreements that will be registered in the Industrial Relations Commission of New South Wales.
- (h) To register with the New South Wales Industrial Relations Commission the SITA Environmental Solutions / Transport Workers' Union of New South Wales Heads of Agreement.

6. Training

SITA will promote Vocational Training, Occupational Health and Safety Training, Safer Work Practices, knowledge of the Award and other industrial Entitlements.

SITA recognises its responsibility to provide a safe and healthy workplace for its employees and contract carriers and all other persons attending sites and accordingly agrees to train all transport workers covered by this Heads of Agreement in accordance with this clause.

(a) Induction Training

Prior to a new employee commencing work with SITA the employee shall be trained in:

- (i) Occupational Health and Safety
- (ii) Vocational Skills
- (iii) Other Professional Training, and
- (iv) Industrial Rights

(b) Blue Card Training

- (i) SITA will ensure that its employees who have not obtained a Blue Card will undertake the Blue Card Induction Program by 30 June 2004. This Blue Card Induction Program will:

be paid for by the employer; and

be conducted by a licensed Blue Card training provider nominated by the employer.

- (ii) An employee commencing with SITA who has not obtained a Blue Card, will undertake a Blue Card Induction Program at a time that is agreed to between SITA and the employee. The Blue Card Induction Program will:

be paid for by the employer; and

be conducted by a licensed Blue Card training provider nominated by the employer.

- (iii) In addition to the requirements contained in subclause (i), the employer shall arrange for a safety assessment in relation to the workplace of SITA. This safety assessment shall be carried out by an appropriately qualified person nominated by SITA. SITA shall ensure that each employee or contractor, who works at or in connection with the workplace of SITA, receives appropriate induction training relating to the safety assessment.

- (iv) It is noted that SITA has already implemented occupational health and safety training that is equivalent or similar to the TDT 1997 nationally recognised level 1 training competency.

- (v) If a person is required to undergo Blue Card training either prior to or after commencing employment, SITA will pay the person an hourly rate for the actual hours spent by that person in attending the training. The hourly rate will be determined by dividing the weekly rate applicable for that person's classification or proposed classification by 38 hours and will not include payment for any overtime or any other shift penalties including or not limited to allowances, shift allowances or loadings.

(c) Ongoing Training

Upon entering this Agreement SITA agrees:

- (i) To comply with all current Codes of Practices, Regulations, Worksafe Australia documentation and approved and recognised standards as a minimum requirement, so as to meet and comply with SITA's obligations under the NSW *Occupational Health and Safety Act 2000*.

- (ii) To authorise all Transport Workers elected to O H & S Committees to attend a Committee Training course (as per Section 25 (2) *Occupational Health and Safety Act 1983*) as soon as

practicable within three months of being elected to such position. Further SITA will establish an O H & S Committee in all work places with less than 20 employees if the employees at those locations vote in the majority to establish those committees.

- (iii) To provide existing Transport Workers with the opportunity and time to attend a one-off two hour Safety and Industrial Rights Course conducted on site.
- (iv) To provide each TWU delegate and co-delegate paid leave to attend accredited training in accordance with the Trade Waste (State) Award and the Waste Collection and Recycling (State) Award and Enterprise Agreement. This is exclusive of time spent by elected consultative committee members on Enterprise Agreement negotiations.

Elected consultative committee members will continue to be reimbursed for time involved as per current yard arrangements.

- (d) SITA shall pay for the training referred to in this clause. Further, attendees shall receive ordinary time earnings while attending such courses and will not receive payment for any overtime or any other shift penalties including or not limited to allowances, shift allowances or loadings they may otherwise be entitled to on any other normal day of work.

7. Measures to Increase Efficiency

The parties have agreed that, in order to develop a more efficient and productive enterprise, it is necessary to create a cooperative work environment and appropriate consultative mechanism involving SITA, the TWU and employees.

8. Conditions of Engagement

- (a) In relation to any matter in respect of which this Agreement does not make provision, the terms of the Award, any contract agreement or contract determination already in place shall apply to the respective employees.
- (b) The wage rates specified in this clause are to apply for the purposes of calculating all employee entitlements including (but not limited to) overtime, any form of leave, redundancy and superannuation.

9. Rates of Remuneration for Employee Transport Workers

- (a) SITA agrees to increase the rates of pay of its employees in accordance with the schedule of rates attached to this Agreement.
- (b) The wage rates contained in the schedule do not include allowances. Allowances as prescribed by the Award or exist under agreements in place at individual yards shall be paid to employees.

10. Income and Entitlement Protection

- (a) SITA agrees to facilitate income protection insurance at the request of a majority of workers at a particular site or depot.

An amount of 1.5% (the current cost of income protection insurance) is included in the wage structure.

11. Settlement of Disputes

- (a) 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 discussion.

- (ii) If the matter is not settled, discussions shall occur between the appropriate TWU official and management.
 - (iii) If the matter is still not settled, it shall be discussed between the Branch Secretary (or nominee) of the TWU and the CEO (or nominee) of SITA.
 - (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 will be binding on the parties where there is no likelihood that, within a reasonable period, conciliation or further conciliation will result in settlement.
- (b) Whilst the above procedure is being followed, work shall continue normally except in circumstances where employees have genuine concerns for their health and safety.
 - (c) This settlement of disputes procedure will apply to any dispute or claim (whether it arises out of the operation of this Agreement or not) regarding wages or conditions of engagement of transport workers engaged by SITA.

Note: This clause is seen as fundamental to SITA's participation in this agreement and accordingly any breach will compel SITA to list an appeal against this Agreement in the Industrial Relations Commission.

12. Superannuation

- (a) SITA agrees to make contributions with respect to all its transport workers to the TWU Superannuation Fund. In the case of employees, such contributions shall be in accordance with the Transport Industry Superannuation (State) Award.
- (b) For the purposes of determining ordinary time earnings, SITA will comply with the Australian Taxation Office's Superannuation Guarantee rulings.

13. Transport Industry - Training Education and Industrial

Rights Council

- (a) SITA agrees to pay to all employees covered under this Agreement an amount of \$2.00 per week in addition to all other provisions contained in this Agreement as a Training and Education Allowance.

SITA will facilitate payroll deduction facilities for a payment to the Transport Workers' Union Training, Education and Industrial Rights Council as requested by employees covered under this Agreement. This amount is exclusive of SITA's existing obligation in respect to ongoing and existing training modules.

14. Blood Donor Leave

- (a) Subject to clauses (b), (c) and (d) below, SITA may permit a transport worker to take leave during his or her ordinary hours of work up to a maximum of 2 hours on each occasion without loss of pay in order to donate blood if;
 - (i) The transport worker provides at least two (2) days written notice of his or her intention to donate blood during his or her ordinary hours of work; and
 - (ii) The notice sets out a satisfactory explanation as to why the transport worker cannot donate blood at times other than during his or her ordinary hours of work; and
 - (iii) The notice attaches an opinion from a duly qualified medical practitioner that the donation of blood by the transport worker will not affect or impair his or her rights to perform duties for SITA (including the operation of heavy vehicles); and

- (iv) The absence of the worker for a period of two (2) hours will not adversely affect the performance of SITA's obligations to its customers.
- (b) SITA, at its sole discretion, may permit a transport worker to take leave during his or her ordinary hours of work up to a maximum of two hours on each occasion without loss of pay in order to donate blood if the transport worker provides written notice of an emergency shortage of blood in the State of New South Wales.
- (c) Notwithstanding anything in this clause, an employee will not be entitled to leave of more than six (6) hours pursuant to subclauses (a) and (b) in any one calendar year.
- (d) Notwithstanding anything in this clause, subclauses (a) and (b) will not apply if SITA arranges for a mobile blood donation vehicle to attend to its yards/depots at least once in each calendar year.

15. Volunteer Emergency Services and Bush Fire Fighters' Leave

- (a) Any transport worker who is a existing member of a recognised and accredited volunteer emergency service or a bush fire brigade shall, where a natural disaster is declared, be entitled to take leave of absence if they are required to attend an emergency during a period that they would ordinarily be required to work.
- (b) An employee shall be entitled to a maximum of three days of such leave in any three month period and may be taken up to one year in advance should the situation warrant.
- (c) If entitlements referred to in clause (b) are fully utilised, and an emergency situation as defined in clause (a) above remains or occurs, then the employee shall be entitled to extra leave deemed as Personal/Carers leave as outlined in clause 17 of the Transport Industry - Waste Collection and Recycling (State) Award.
- (d) If all leave described in clauses (b) and (c) is utilised and an emergency condition arises as defined in clause (a), then an employee is entitled to utilise accrued rostered days off, or annual or long service leave accrued at short notice.
- (e) Leave taken in accordance with clause (b) shall be 'paid at the employee's normal hourly rate multiplied by 7.6 per day and will not include any allowances or overtime.
- (f) In order to become eligible to take such a leave of absence, the employee must notify SITA 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 SITA with the contact details of their immediate superior.
- (g) 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 of leave and current contact details of their superior officer.

16. Meal Allowance

- (a) Meal allowances where appropriate will be determined by existing award conditions or existing yard or enterprise agreements.

17. Shift Allowances

- (a) Shift allowances paid shall be in accordance with existing award conditions or existing EBA or yard agreements.

18. Employee Deductions

- (a) All non statutory, agreed and subsequently authorised deductions from an employee's pay shall be applied to the purpose of the deduction within thirty (30) days of the deduction occurring.

- (b) At the written request of an employee, SITA shall generate and maintain records of the following transactions;
 - (i) Deductions. At the written request of an employee, such deductions shall appear on the employee's next pay advice; and
 - (ii) Payments to recipient institutions. At the written request of an employee, the employee may elect to be advised in writing that SITA has remitted the deduction to the recipient institution in the employee's next pay advice. At the written request of an employee, SITA will provide the employee with evidence that such a payment has been made.

19. Union Recognition and Delegates' Rights

- (a) SITA recognises the TWU as being the union that shall 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.
- (b) TWU workplace representatives shall have the following rights:
 - (i) To be treated fairly and to perform their role as union delegate or workplace representative without any discrimination in their employment;
 - (ii) To speak on behalf of union members in the workplace.
 - (iii) To bargain collectively on behalf of those they represent.
 - (iv) To address new employees regarding the benefits of union membership.
 - (v) To access a phone, fax, photocopier or email for the purpose of carrying out work as a delegate or workplace representative.
 - (vi) To place union information on a noticeboard.
 - (vii) To maintain regular contact with the union organiser.
 - (viii) The right to consultation, and access within reason about information regarding the workplace and business.
 - (ix) The right to consult with Union members during normal working hours.
 - (x) The right to discuss Union and workplace matters with all TWU employees at the workplace.

20. Reasonable Work Hours

- (a) Subject to subclause (b), SITA may require a transport worker to work reasonable overtime at overtime rates.
- (b) A transport worker may refuse to work overtime in circumstances when the working of such overtime would result in the transport worker working hours which are unreasonable having regard to:
 - (i) Any risk to employee health and safety;
 - (ii) The needs of the workplace or enterprise;
 - (iii) The transport worker's personal circumstances, including any family responsibilities;
 - (iv) The notice given of the overtime and the notice given by the transport worker of his/her intention to refuse it.

21. Job Security

- (a) This clause applies where an employer ("the current contractor") terminates the employment of employees covered by this award because of the loss of a domestic contract.
- (b) Within 21 days of SITA notifying the TWU of its intention to terminate employees, SITA shall at the request of the employee affected, provide a statement including the following (as at the date of termination);
 - Current rate of pay
 - Current grade / classification
 - Long service accrual
 - Annual leave accrual
 - Sick leave accrual
 - RDO's, and
 - Commencement date
- (c) If SITA is successful in obtaining a waste contract previously performed by another contractor, SITA will offer existing employees of that contractor the opportunity to work with SITA. The ongoing employment of these employees will be subject to an evaluation period of up to three (3) months after which they will be offered permanent employment. Medical fitness relevant to the position will also be a criteria for employment.
- (d) If successful in securing a new domestic Contract, SITA will use pay rates in this HOA as a minimum. Where this is impractical, the parties shall negotiate a mutually agreed rate.
- (e) If, in the implementation of a contract being won by SITA, fewer personnel are required to service that contract, then any consideration for new employees will be on a "last on, first off" basis, based on employment with the previous contractor.
- (f) When an offer of employment is made with the new contractor and it is accepted by an employee, that employee shall commence employment with the new contractor from the date the new contractor takes over the contract and, where agreement has been reached between new contractor and the current contractor, all their accrued leave entitlement and prior service will be transferred to, and recognised by the new contractor. The current contractor shall not be liable for redundancy payments where an employee commences employment with the new contractor.
- (g) Employees not commencing with the new contractor will be entitled to be paid any outstanding entitlements on termination, including annual leave and long service leave. A redundancy situation does not arise, and the employee will not be entitled to be paid any notice or redundancy payment from the current contractor other than accrued annual and long service leave entitlements.
- (h) Subclauses (e) and (f) do not affect an employee's entitlement for redundancy payments in situations where a positive managerial decision has been made to terminate employment in situations other than the ordinary and customary turnover of labour.
- (i) Where a contract is due to change, the parties to this agreement agree to follow the dispute resolution procedure.

22. Operation of This Agreement

This agreement comes into effect on 1 July 2003 and shall remain in force until 30/6/2005. Any Heads of Agreement currently in place between SITA and the TWU shall remain in force until 30 June, 2003

23. No Extra Claims

Except for movement in pay rates as per the attached schedule, there shall be no further claims made during the currency of this agreement.

24. Leave Reserved

Leave is reserved to the TWU to negotiate a separate service fee agreement during the life of this Agreement.

25. Execution

Signed on behalf of SITA Environmental Solutions

_____	_____
Signature	Witness
_____	_____
C Leach Name	8 July 2003 Date

Signed for and on behalf of The Transport Workers' Union of New South Wales

_____	_____
Signature - TWU	Witness
_____	_____
Name	Date
_____	_____
Signature/Date Wetherill Park Delegate	Witness
_____	_____
Signature/Date - Gosford Delegate	Witness
_____	_____
Signature/Date - Campbelltown Delegate	Witness
_____	_____
Signature/Date - Shoalhaven Delegate	Witness

**WASTE INDUSTRY AWARD CLAIM
SCHEDULE OF RATES**

Transport Industry Trade Waste (State) Award

Classification	Award Rate \$	SITA Current Rate \$	Payable from 1 July 2003	Payable from 1 July 2004
Grade 1A	519.10	560.09	579.69	599.98
Grade 1B	609.10	657.14	680.14	703.94
Grade 2	640.40	690.88	715.06	740.09
Grade 3	657.80	709.70	734.54	760.25
Grade 4	668.50	721.20	746.44	772.57
Grade 5	683.10	736.96	762.75	789.45
Grade 6	689.40	743.81	769.84	796.79
Grade 7	722.20	779.13	806.40	834.62

Grade 8	775.70	836.83	866.12	896.43
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Transport Industry Waste Collection and Recycling (State) Award

Classification	Award Rate \$	SITA Current Rate \$	Payable from 1 July 2003	Payable from 1 July 2004
Grade A1	471.30	522.56	548.68	576.12
Grade A2	507.90	563.14	591.29	620.86
Grade A3	535.00	593.09	622.77	653.88
Grade A3	535.00	593.09	622.77	653.88
Grade A4	562.70	623.90	655.09	687.85
Grade B1	544.10	603.23	633.39	665.06
Grade B2	558.40	619.13	650.08	682.59
Grade B3	579.10	641.98	674.08	707.78
Grade B4	591.70	656.04	688.84	723.28
Grade B5	617.80	685.01	719.26	755.22
Grade B6	636.50	704.57	739.79	776.78
Grade B7	636.20	705.30	740.56	777.59
Grade B8	674.40	747.72	785.10	824.36

NOTE: Where applicable, current industry allowances are added to the above rates.