

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA97/122

TITLE: Browning - Ferris Industries (New South Wales) Pty Ltd and Transport Workers Union (NSW Branch) Campbelltown City Council Domestic Operator's Enterprise Agreement

I.R.C. NO: 97/2479

DATE APPROVED/COMMENCEMENT: 29 May 1997 and commenced 30 September 1996

TERM: 30 September 1998

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to employees of the company at the Campbelltown Depot covered by the Transport Industry - Waste Collection and Recycling (State) Award and who are fully employed on Contract 95/09

PARTIES: Browning-Ferris Industries (NSW) Pty Ltd -&- Transport Workers' Union of Australia, New South Wales Branch



Registered
Enterprise Agreement
Industrial Registrar

**BROWNING-FERRIS INDUSTRIES
(NEW SOUTH WALES) PTY LIMITED**

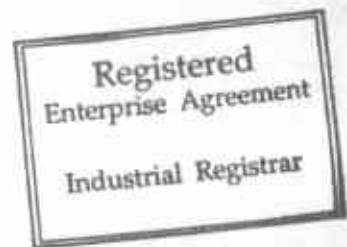
AND



TRANSPORT WORKERS UNION (NSW BRANCH)

**CAMPBELLTOWN CITY COUNCIL
DOMESTIC OPERATOR'S**

ENTERPRISE AGREEMENT 1996



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1. PREAMBLE

This enterprise agreement pertains to the Campbelltown City Council, Waste Services Contract No. 95/09 (which has a term of seven (7) years) that has been awarded to B.F.I. (N.S.W.) Pty Limited and is scheduled to start September 30, 1996.

Section 42 of the Industrial Relations Act 1996 prescribes a maximum fixed term of three (3) years, accordingly this agreement complies, however, it is understood that all future agreements will be made in a similar fashion to this one in order to ensure the commercial viability of the Contract and long term employment for those BFI operators engaged therein.

It is recognised by all parties that there was a pre-contract Agreement reached between the Company and the existing Campbelltown City Contract Employees. This is documented in Appendix C of this Agreement.

2. TITLE OF THE AGREEMENT

This Agreement shall be known as the Browning-Ferris Industries (New South Wales) Pty Limited and Transport Workers Union (NSW Branch) Campbelltown City Council "Domestic" Operator's Enterprise Agreement 1996.

3. PARTIES OF THE AGREEMENT

This Enterprise Agreement (EA) is made pursuant to the provisions of Part 2- Enterprise Agreements, section 33, of the New South Wales Industrial Relations Act, 1996. The EA shall have an effective operative date of 30 September 1996 or the start of the Campbelltown City Council Waste Services Contract No. 95/09 (The Contract) whichever is the later and shall be binding on Browning-Ferris Industries New South Wales Pty Limited (the Company,) and on the Transport Workers Union of Australia (NSW Branch) (The Union), and the employees of the Company at the Campbelltown Depot that are covered by the Transport Industry-Waste Collection and Recycling (State) Award and who are fully employed on Contract 95/09.

4. DURESS

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



5. RELATIONSHIP TO THE AWARD

This Agreement shall be read in conjunction with the Transport Industry-Waste Collection and Recycling (State) Award 1995. 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.

6. 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.

7. DURATION OF THE ENTERPRISE AGREEMENT

The duration of the Agreement shall be from the start of the Contract and run for two (2) years.

8. REVIEW OF THE AGREEMENT

Three months before the Agreement expires there shall be a review of this Agreement. In the context of this review, the parties shall examine the operation of this Agreement and in light of that review shall enter into another Agreement on similar terms to this Agreement.

9. OBJECTIVES AND THE INTENT OF THIS AGREEMENT

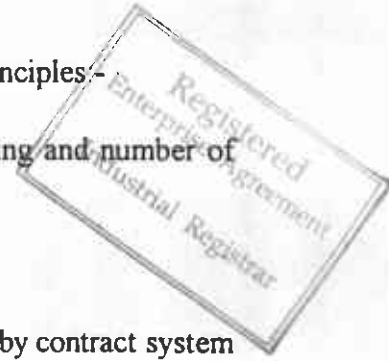
1. The parties to this Agreement are committed to achieving improvements in productivity efficiency and flexibility which in turn will significantly increase the Company's competitiveness and offer secure and worthwhile employment for the employees.

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
- vii) to eliminate any work practices that may be deemed restrictive

2. It is in the intention of all parties to abide by the following principles:-

- i) to enact flexibility in all routes with respect to manning and number of trucks
- ii) to maintain RDO's
- iii) to measure productivity on the basis of "Service Hours" by contract system by month
- iv) to develop a multi skilled and flexible work force to enable improved productivity and competitiveness of the business.



10. CONSULTATIVE COMMITTEE

A Consultative Committee consisting of representatives of different waste systems and different interests will be formed. As such representatives will be on a system basis. The relevant TWU official and the CEO or his representative shall be ex officio on all consultative committees.

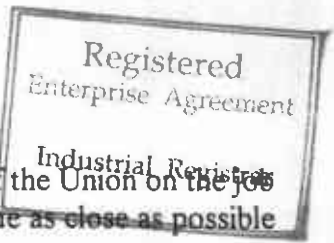
(Note: Safety and Industrial Relations issues are not within the province of the Consultative Committee.)

Duties

- i) to hold regular meetings at least monthly
- ii) to participate in the bench marking for productivity measurements
- iii) to participate in the consultative process between drivers, 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 9.
- v) to deal with yard specific issues.
- vi) to make recommendations to the review of this Agreement as outlined in Clause 8.

11. DISPUTES AND GRIEVANCE PROCEDURES

It is the intention of all parties to settle disputes as quickly and as close to the source of 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 Branch/Operations Manager.
- iii) should the dispute remain unsolved, the Secretary of the Union or his representative will confer with the District Manager;
- iv) in the event of no agreement being reached at this stage, either party may refer the matter to the Industrial Commission of New South Wales for resolution.

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

12. ROSTERED DAYS OFF

- i) Rostered Days Off are available for those employees that accumulate them by working 40 hours per week. Rostered Days Off may be taken with 7 days notice by either party.
- ii) In the case of pressing personal needs, 3 days on 24 hours notice within any 12 month period may be taken.
- iii) Should more than one person wish to be absent on an RDO on any particular day, due regard to the needs of the business will determine how many operators may take their RDO.
- iv) By an agreement between the employee and the employer, an employee may elect to accumulate up to 6 rostered days off to be taken at a time convenient to both parties in single days or blocks of days.
- v) employees may elect to paid out accumulated RDO's.

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, the employee shall perform any other duties which the Company directs the employee to perform for which he/she has been trained and is competent to do. In such case there shall not be variation on rate of pay whilst performing such duties.

14.

OPERATION OF VEHICLES AND PLANT BY STAFF PERSONNEL



It is agreed:

- a) that staff personnel will be able to operate/drive vehicles/plant in the event the regular drivers do not volunteer provided they are suitably qualified and trained
- b) such operation of vehicles or plant shall occur:-
 - i) in the case of emergency as defined as maintenance of services to hospitals, schools, septic 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 co delegate in the absence of the delegate
- c) that staff/personnel shall not operate a company vehicle for the purposes of performing regular waste collection/disposal services.

(Note: It is not the intention of this sub-clause to deprive regular operators of overtime.)

15.

UNIFORMS

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

The Company shall issue annually and/or when damaged to all operators free of cost the following:-

- 1 flying jacket
- 1 jumper
- 6 shirts
- 3 t-shirts or singlets in any combination
- 5 trousers or shorts in any combination
- 1 pair appropriate safety footwear

16. REDUNDANCY

1. 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 within each system.

2. Period of Notice

Except when the NSW Redundancy Act requires greater period of notice, a notice period of three weeks shall apply.

3. Severance Pay

Three weeks for every completed year of service shall apply.
See Appendix A.

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.

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.

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

17. 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.

18. A FLEXIBLE AND MULTI SKILLED WORKFORCE THROUGH TRAINING

- i) All parties are committed to developing a flexible and multi skilled 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 per annum 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.



19. FLEXIBLE STARTING TIMES

The needs of the business may require flexibility with regard to starting time. Factors ascertaining the starting time include Contract conditions, landfill regulations, welfare of drivers and principles outlined in Clause 8. The nominal starting time will be 6.45am. This may be varied by agreement during the course of the contract.

20. ATTENDANCE BONUS

If any operator has 2 days or less unplanned absence in a calendar year then a bonus equivalent to 8 ordinary days pay shall be paid to the operator.

21. PAYMENTS

- i) Base Payments - Sideload Driver
 - a) A base rate of \$14.7451 per hour (the current award) plus 9% (and 5% productivity) as outlined in Clause 22 will apply. eg. when the average hours worked is 9.0 over 12 months, the current minimum wage guaranteed by the company is \$45,404.00pa, not including long service, sick days or superannuation.

At all times a minimum guaranteed "annual average" wage of 9 hours with 9% above the award will be offered.

CLAUSE 21 - PAYMENTS

- (i) **Base Payments - Sideload Drivers**
- (a) The minimum ordinary time rate for permanent employees, based on a 38 hour week, will be \$16.07 per hour.
- (b) All other award entitlements, including overtime, weekend and public holiday penalty rates, annual leave loading, union picnic day shall be maintained.
- (ii) **Base Payments - Cleanup Drivers**
- (a) The minimum ordinary time rate for permanent employees, based on a 38 hour week, will be \$15.02 per hour.
- (b) All other award entitlements, including overtime, weekend and public holiday penalty rates, annual leave loading, union picnic day shall be maintained.
- (iii) **Base Payments - Bin repair, delivery driver and cleanup offsideers**
- (a) The minimum ordinary time rate for permanent employees, based on a 38 hour week, will be \$13.66 per hour.
- (b) All other award entitlements, including overtime, weekend and public holiday penalty rates, annual leave loading, union picnic day shall be maintained.
- (iv) **Productivity payments - sideload drivers (as per current subclause (ii)).**
- (v) **Guaranteed Annual Income - sideload drivers**
- Sideload drivers who work 45 hours per week and on public holidays shall receive in any calendar year total remuneration inclusive of all benefits except superannuation of \$45,404.
- (vi) **Superannuation payments - sideload drivers**
- Sideload drivers shall have paid on their behalf by the employer into the TWU Superannuation Fund the percentage amount required by the Superannuation Guarantee Administration Act of the guaranteed annual income of \$45,404 per annum.
- (vii) The hourly rates referred to in clauses (i), (ii) and (iii) of this clause will be increased by the same percentage amount as any increase in the rate of wages in the Transport Industry - Waste Collection and Recycling (State) Award, to operate from the same date as the operative date for any such award wage increases.



- b) Range of hours - minimum of 8 hours - maximum of 12 hours per day.
- c) "Service Hours" described below are the actual bin pick up hours during each day.
- d) All award entitlements to be maintained.

ii) Productivity payments - Sideload Drivers

A monthly bonus payment of 5% of base pay shall apply when production targets are bettered.



a) Production targets are:

140 ltr bins	180 lifts per Service Hour
240 ltr bins	180 lifts per Service Hour
240 ltr divided bins	145 lifts per Service Hour

b) Method of Payment

Paid monthly in arrears

iii) Base Payments - Cleanup Drivers

A base rate of \$13.78 per hour (current award) plus 9%.

iv) Base Payments - Bin repair, delivery driver and cleanup offsideers

A base rate of \$12.53 per hour (current award) plus 9%.

22. TRUCK NUMBERS

Across all systems:

- a) the minimum number of trucks during life of contract is 14.
- b) spare trucks may be used during set-up if contract or in period of unusually high demand/volume.

23. **WAGES ADJUSTMENTS**

Following is the schedule of wage increases in accordance with the TWU claim and introduction of a productivity bonus scheme.

- I) 6% - already paid during the negotiation process of this Agreement
- ii) 9% - from the commencement of this EA.
- iii) 5% - productivity bonus on the Contract paid monthly in arrears and based on productivity improvements by system as outlined in Clause 21.



Refer to Appendix B.

24. **ENTERPRISE AWARD**

During the life of this agreement the parties agree that they will work together to agree and then register an Enterprise Award that embraces all of the terms and conditions detailed in this agreement.

APPENDIX A
Redundancy Scale

Years of Service

3 weeks notice plus < 45 years

Registered Enterprise Agreement
Industrial Registrar
3 weeks notice plus > 45 years

<1	3	3
1	7	8
2	10	11.75
3	13	15.5
4	15	18
5	17	20.5
6	19	23
7	19	23
8	19	23
9	19	23
10	19	23
11	19	23
12	19	23
13	19	23
14	19	23
15	19	23

APPENDIX B

WAGE ADJUSTMENTS



- A. All recycling drivers will convert through competency based Loader at the start of Contract.

Pre Contract Wage
inclusive of 6% increase

\$495.87 for 38 hours or
or \$12.0492 per hour

- B. Driver Side Load

Pre Contract wage
inclusive of 6%

\$560.31 for 38 hours
or \$14.745 per hour

Contract rate
inclusive of 9%

\$610.66 for 38 hours
or \$16.07 per hour

- C. Cleanup Drivers

Pre Contract wage
inclusive of 6%

\$523.80 for 38 hours
or \$13.784 per hour

Contract rate
inclusive of 9%

\$570.94
or \$15.02 per hour

- D. Bin repairs, delivery driver and cleanup offsidars

Pre Contract wage
inclusive of 6%

\$476.30 for 38 hours
or \$12.534 per hour

Contract rate
inclusive of 9%

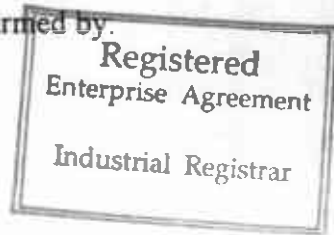
\$519.16
or \$13.66 per hour

APPENDIX C

**Registered
Enterprise Agreement**

Industrial Registrar

Agreement to the terms and conditions of the following EBA confirmed by:



A.A. Chisholm
Browning-Ferris Industries (NSW) Pty Ltd

Date: 28/2/96

J.P. Warner
Yard Delegate

Date: 28/2/96

P. Gaerner
Yard Delegate

Date: 28/2/96

D. Clode
Transport Workers Union (NSW)
Don Clode, Official Representative

Date: 29/2/96

Steve Hutchins
.....
Stephen Hutchins
Secretary/Treasurer
Transport Workers Union (NSW)

Date : 8th May 1997