

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/99

**TITLE: Warringah Council Kimbriki Recycling & Waste Disposal
Centre Enterprise Agreement 2006-2009**

I.R.C. NO: IRC6/843

DATE APPROVED/COMMENCEMENT: 1 March 2006 / 1 January 2006

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/315.

GAZETTAL REFERENCE: 17 March 2006

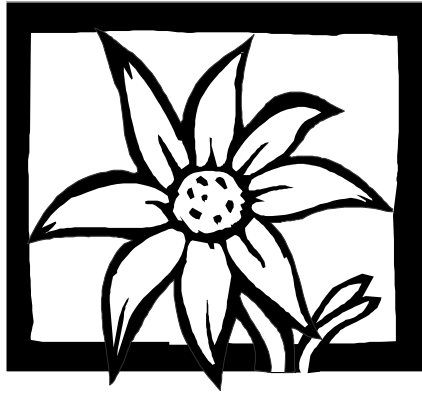
DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees of Warringah Council located at Civic Centre, Pittwater Road, Dee Why NSW 2009, who are engaged in the industries and callings of Work Co-ordinators, Landfill Attendants and Weighbridge Attendants in the Kimbriki Recycling and Waste Disposal Centre with the exception of employees who are designated as senior staff, who fall within the coverage of the Local Government (State) Award.

PARTIES: Warringah Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union



**Warringah
Council**

**KIMBRIKI RECYCLING AND WASTE
DISPOSAL CENTRE
ENTERPRISE AGREEMENT**

2006 - 2009

Version – 20 January 2006

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1. Title and Intention of the Parties

- 1.1 This Enterprise Agreement is made in accordance with the provisions of sections 29 to 47 of the Industrial Relations Act 1996, and shall be known as the Warringah Council, Kimbriki Recycling and Waste Disposal Centre Enterprise Agreement and shall provide the basis for determining the entitlements of employees of the Centre in the areas addressed by the Agreement.
- 1.2 This Agreement shall apply to works coordinators, weighbridge attendants and landfill attendants employed at the Kimbriki Centre by Council under the terms and conditions contained in Clause 1.3.
- 1.3 The Agreement establishes the following working arrangements for employees
- (i) ordinary hours of work for weighbridge and landfill attendants shall be a minimum of thirty-five (35) hours per week (ie: employment status is part-time);
 - (ii) agreed fortnightly roster for landfill and weighbridge attendants providing four days on, three days off, three days on and four days off within a two week cycle – such roster will require employees to work one day per weekend within the normal shift
 - (iii) ordinary hours of work for co-ordinators shall be seventy-six (76) hours per fortnight
 - (iv) agreed roster for works co-ordinators with one co-ordinator working Sunday, Monday, Tuesday and part Wednesday and the other co-ordinator working part Wednesday, Thursday, Friday and Saturday
 - (v) pay rates of:-

Works Co-ordinators	O4/1K to O4/8K
Landfill Attendants	O3/1K to O3/6K
Weighbridge Attendants	O3/1K to O3/7K
 - (vi) overtime payment for work in excess of seventy-six (76) hours per fortnight
 - (vii) meal allowance
 - (viii) start and finish on the job
 - (ix) appointment and promotion
 - (x) annual leave taken on a roster basis with a minimum period for annual leave of one week unless special circumstances prevail
 - (xi) Where training is to be conducted outside rostered hours management will give sufficient notice to the employee that their attendance is

- required. Payment for out-of-hours training shall be at ordinary rates of pay for a minimum of three (3) hours and a maximum of eight (8) hours.
- (xii) Employees being offered regular medical examinations for chest X-rays, lung capacity, skin conditions and hepatitis and tetanus injections. Such examinations shall be in the employees own time with Council to pay the direct costs of the medical service only.
 - (xiii) Pre-employment medical assessments for prospective employees being considered for appointment.
 - (xiv) Designated roles of landfill attendants, weighbridge attendants and works co-ordinators

1.4 Anti-Discrimination

- (i) It is the intention of the parties bound by this agreement to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, marital status, disability, homosexuality, transgender identity age and responsibility as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement is not directly or indirectly discriminatory in effect. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement, which, by its term or operation, has a direct or indirect discriminatory effect.
- (iii) Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempt under section 56(d) of the Anti-Discrimination Act 1997;
 - (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause

2. The Parties

The Parties to this Agreement are Warringah Council and the New South Wales Local Government, Clerical Administrative, Energy, Airlines & Utilities Union (USU).

3. Duress

This Agreement has been entered into without duress by any party.

4. Duration

The Agreement shall come into operation from the first pay period to commence on or after 1 January 2006 and shall remain in force for a period of three (3) years. Any substantive change to the Award during the operation of the Agreement shall be subject of further negotiation between the Parties. Should the Local Government (State) Award be varied as a result of a test case decision or other significant variation then such changes may be further discussed between the Parties.

5. Definitions

Association: Shall mean the Local Government Association of New South Wales and/or The Shires Association of New South Wales.

Award: Award shall mean the Local Government (State) Award 2004 or any Award that succeeds this Award.

Council: Shall mean Warringah Council.

General Manager: General Manager shall mean a person appointed in accordance with section 334 of the Local Government Act 1993 to discharge the duties and responsibilities of the office of General Manager as set out in section 335 of the Local Government Act 1993 and such other duties that council may delegate to the general manager. When carrying out these duties, the General Manager Is acting on behalf of council.

Landfill Attendant: Shall mean an employee performing the duties as described in the position description in schedule one of this Agreement, subject to organisational structure as defined In Schedule 1 of the Agreement.

Superannuation contributions: Shall mean all contributions to a complying superannuation fund, and includes (without limitation) any superannuation contributions required to be made under the Superannuation Guarantee (Administration) Act 1992 (Cth), and any additional superannuation contributions made by way of salary sacrifice. Complying superannuation fund has the same meaning as in the Superannuation Industry (Supervision) Act 1993 (Cth).

Union: Shall mean the New South Wales Local Government, Clerical Administrative, Energy, Airlines & Utilities Union (USU).

Weighbridge Attendant: Shall mean an employee performing the duties as described in the position description in schedule one of this Agreement, subject to organisational structure as defined In Schedule 1 of the Agreement.

Works Coordinator: Shall mean an employee performing the duties as described in the position description in schedule one of this Agreement, subject to organisational structure as defined In Schedule 1 of the Agreement.

6. Relationship with the Award

6.1 This Agreement shall wholly replace the Award and shall provide the basis for determining the rates of pay and conditions of employment of employees employed by Council in the Kimbriki Centre under the terms of this agreement.

6.2 Increases in the basic rates of pay and allowances which occur both in the Award and Agreement shall be reflected by increases in this Agreement. Such increases shall be of the same quantum and operative on the same date as increases in the Award.

6.3 Any increases prescribed by this Agreement shall be in addition to increases that flow from variations to the Award.

7. Purpose of Agreement

- 7.1 The Agreement provides a basis for working together in achieving improved performance and customer service.
- 7.2 The Agreement reflects a commitment by all employees of Council to act in a responsible manner to each other.
- 7.3 The Agreement also provides an opportunity for improved remuneration and employment security linked to the acquisition of new skills and knowledge.
- 7.4 The Agreement represents a commitment by the Council and its employees to provide a team approach to meet the needs of the community.
- 7.5 The purpose of the Agreement is to allow the parties to enter into the processes of change together to continually improve the quality, efficiency and productivity of Council and to provide improved customer service.
- 7.6 The Agreement reflects a commitment by all employees to participate in broadening the range of skills they exercise, to undertake related training. Council shall provide the training necessary to achieve these objectives.
- 7.7 The Agreement aims to achieve the following objectives:
- (i) Establishing a positive direction for the future by working together.
 - (ii) Improving productivity and performance management.
 - (iii) Providing a flexible workforce and working arrangements to meet the needs of customers, employees and Council.
 - (iv) Increasing employee satisfaction through continuously improving employee relations.
 - (vi) Developing employee skills that, in turn, will provide enhanced career opportunities and improved job satisfaction.

- 7.8 (i) Key performance indicators (KPI's) were developed by management in consultation with the staff during the life of the previous enterprise agreement.
- (ii) The Management shall consult with the employees at the facility when developing new KPI's.
- (iii) Where there is no agreement between Management and the employees in respect to the KPI's developed the matter shall be handled consistent with the grievance resolution procedure outlined in this agreement.

8. Definition of Employees

- 8.1 Permanent full-time employees for the purpose of the Agreement shall mean employees (other than part time, casual or temporary employees) who work ordinary hours which average 152 hours in each four (4) week cycle, Monday to Sunday inclusive, provided that at least eight days in each cycle are off.
- 8.2 Permanent part time employees for the purpose of the Agreement shall mean employees engaged on a permanent basis who work ordinary hours which are less than seventy-six (76) in a two week period Monday to Sunday inclusive. Overtime rates shall only apply when a part-time employee is required to work in excess of seventy-six (76) hours in a two week period.
- 8.3 Temporary full-time employees for the purpose of the Agreement shall mean full-time employees who work for a fixed term, of up to twelve (12) months, as agreed or, as stated in their letter of appointment.
- 8.4 Temporary part-time employees for the purpose of the Agreement shall mean part-time employees who work for a fixed term, of up to twelve (12) months, as agreed or, as stated in their letter of appointment.
- 8.5 Casual employees for the purpose of the Agreement shall mean an employee engaged on a day to day basis from Monday to Sunday.

A casual employee shall not replace a permanent rostered employee of Council on a permanent basis.

Casual employees shall be entitled to the ordinary rate of pay which applies to the position and a loading of twenty five (25) per cent. This loading shall not attract any penalty, and shall be paid in lieu of all leave and severance pay, except for paid maternity leave, prescribed by the Agreement.

9. Hours of Work

9.1 (a) The ordinary hours of work for landfill and weighbridge attendants at the Centre shall be a minimum average of thirty-five (35) per week (this will be referred to as standard hours, and employment status is part-time). Core hours for landfill and weighbridge attendants engaged under this agreement shall be commencement at 6:45am and completion at 5:15pm. Overtime is payable when an employee is directed to work in excess of seventy-six (76) hours per fortnightly roster cycle or directed to work outside the core hours on any one day. Overtime rate is 1.4 x ordinary rates of pay (i.e. effective rate of $1.1 \times 1.4 = 1.54$ times standard hourly rate).

9.1 (b) The ordinary hours of work for works coordinators at the Centre shall be seventy-six (76) hours per fortnight (to be referred to as standard hours). Core hours for works coordinators engaged under this agreement shall be commencement at 6:45am and completion at 5:30pm.

9.1 (c) Core hours may be varied within the spread of hours to suit future operational needs of the site.

9.2 Spread of Hours

(i) The ordinary hours for all employees shall be worked between Monday and Sunday inclusive and shall not exceed twelve (12) hours in any one day exclusive of unpaid meal breaks (opening hours – not commencing before 6:30am or closing after 6:30pm).

- (ii) An unpaid meal break of thirty (30) minutes minimum shall be given and taken within the first six (6) hours of continuous work. Staff unable to commence a meal break within the first six (6) hours of work will receive a paid meal break.

Weighbridge Attendants may elect to take a split thirty (30) minute lunch break over a ninety (90) minute period. Should a Weighbridge Attendant elect to work such a split lunch break, they shall receive payment for the lunch break period. In the event that customer service demands prevent a Weighbridge Attendant from completing a split thirty (30) minute break from duty within the ninety (90) minute period, then the Works Coordinator will provide assistance to ensure that thirty (30) minutes of lunch break is taken within the specified timeframe. It is noted that weighbridges are fitted out with toilets and food preparation facilities.

- (iii) The agreed roster, which is based on a fortnight, shall provide the basis on which ordinary hours are worked. The roster that will operate for landfill and weighbridge attendants shall provide for four days on, three days off, three days on and four days off within a two week cycle. The roster that will operate for works coordinators will require one works coordinator to work Sunday, Monday, Tuesday and part Wednesday and the other Works Coordinator to work part Wednesday, Thursday, Friday and Saturday.
- (iv) Employees may be required to rotate roster shifts and/or nominated positions on a temporary or permanent basis. This will only be required based upon business needs, which may include an imbalance of staff numbers or skill levels on either shift. At most this would occur twice a year and staff would be provided with a least one months notice of such a shift rotation. Unless mutually agreed, or extenuating circumstances exist, in which case staff will be consulted.

- (v) Any agreement, between management and the employees of the facility to alter the spread of hours, or any other feature of the roster, must be genuine with no compulsion to agree.

- (vi) Employees, on opposing shifts, may choose to swap shifts to suit unusual circumstances, with prior management approval. The opportunity to make such arrangements shall be consistent with the administration procedures developed. Any employee who abuses this concession will be subject to disciplinary procedures. Abuse of the concession by employees shall result in the deletion of this provision.

10. Rates of Pay

- (i) The ordinary rates of pay for positions within the Centre, under the terms of this agreement, shall be determined by reference to the Grade and Pay Step detailed in the table below which includes the Kimbriki 10% loading. The parties to this agreement recognise that the 10% loading on top of the Warringah Council salary system ordinary rates of pay have in the past been calculated to reflect the working of a seven (7) day spread, and out of hours shift penalties. Following the introduction of weekend penalty rates as part of this agreement, it is agreed to maintain the Kimbriki 10% loading as part of the ordinary rate of pay and introduce a differential penalty rate of equal proportion, in addition to this loaded rate, for ordinary hours worked on a Saturday or Sunday.

- (ii) Except as otherwise provided, ordinary hours worked on a Saturday or Sunday shall attract a 27.5 % penalty rate in addition to the ordinary hourly rate of pay (ie: effective rate of $1.1 \times 1.275 = 1.4025$ times standard salary system hourly rate).

(iii) Salary Scales:

Position	Pay Rates
Works Co-ordinator	O4/1K – O4/8K
Landfill Attendants	O3/1K – O3/6K
Weighbridge Attendants	O3/1K – O3/7K

O4K Scale

Step	Hourly Rate	Per 38 Hour Week	Per Annum
1	\$19.8922	\$755.90	\$39,458
2	\$20.8725	\$793.16	\$41,402
3	\$21.8906	\$831.84	\$43,422
4	\$22.9724	\$872.95	\$45,568
5	\$24.1033	\$915.92	\$47,811
6	\$25.2942	\$961.18	\$50,173
7	\$26.5378	\$1,008.44	\$52,640
8	\$27.8650	\$1,058.87	\$55,272

O3K Scale

Step	Hourly Rate	Per 35 Hour Week	Per Annum
1	\$17.8034	\$623.12	\$32,526
2	\$18.6032	\$651.11	\$33,988
3	\$19.4594	\$681.08	\$35,552
4	\$20.4180	\$714.63	\$37,303
5	\$21.4136	\$749.48	\$39,122
6	\$22.4730	\$786.55	\$41,058
7	\$23.5700	\$824.95	\$43,062

- (iv) Table does not include the Disability Allowance, which shall be paid in addition to the rate of pay detailed above. The disability allowance shall be \$28.90 per week.

- (v) The table does not include provision for a first aid allowance, which will be paid to the first aid officer on each shift. This first aid officer is required to be in charge of the first aid kit and to administer first aid as required. The first aid allowance shall be \$10.50 per week.

- (vi) The O3K Scale rate of pay, as applicable, shall apply to all standard hours worked by weighbridge and landfill attendants. All leave entitlements for staff paid on the O3K scale shall be paid at standard hours of seventy-two (72) hours per fortnight. The rates of pay shall be adjusted consistent with Council's Competency Based Pay System and with movements in the Award.
- (vii) Kimbriki Management shall conduct a performance review of all employees on their annual review date. Employees who demonstrate a performance level consistent with the job description as detailed in Schedule One of this Agreement and have achieved the additional objectives specified in their last review shall be considered for progression to the next pay step within their salary band. Such progression within the salary system shall be dated from their annual review date.

Employees who have not demonstrated a performance level consistent with the job description and/or specified additional objectives shall be advised of the reasons they have not progressed within the salary system.

- (viii) Employees will be provided with information about their roles, accountabilities and expected performance standards. Kimbriki management will provide role clarity, details of goals / targets and regular feedback on employee performance.
- (ix) The salary system will recognise employee competencies and provide employees with clear guidelines as to competency requirements for each step of the salary scale. Kimbriki management will provide employees with training and development programs to enable progression within the salary system.
- (x) Landfill Attendant and Weighbridge Attendant Positions – These positions shall have a combination of functional and core competencies. Functional competencies shall describe the skills and knowledge that are specific to a position. Core competencies shall describe the skill and knowledge that staff members can develop to enable multi skilling of site operation.

Competency Levels relative to Salary Steps for Landfill and Weighbridge Attendants (O3K Scale) are as follows:

Steps 1 – 3 Shall mean a new or existing employee training to achieve functional competency in one specific facet of site operation (ie: landfill or weighbridge attendant)

Steps 4 – 5 Shall mean an experienced employee capable and willing to gain core competency within an area of site operation for which they are not specifically employed – for example: a landfill attendant becoming proficient in the operation of weighbridge systems.

Steps 6 – 7 Shall mean an experienced employee competent in all areas of landfill and weighbridge operation who is capable of undertaking the role of Works Co-ordinator and act as a senior site representative as required.

- (xi) Performance reviews of all employees shall be conducted yearly on or about the anniversary of their appointment.

11. Overtime

Overtime is payable when an employee is directed to work in excess of seventy-six (76) hours over the fortnightly roster cycle or directed to work outside the core hours on any one day. Overtime rate is 1.4 x ordinary rates of pay (i.e. effective rate of $1.1 \times 1.4 = 1.54$ times standard hourly rate).

Employees called out to work overtime on a day they are usually rostered off will receive one (1) additional hours pay from the time they commenced duties to compensate for the call out. This will not entitle employees to receive payment in excess of the core hours of pay for that position on the particular day of callout.

11.1 Call Back

- (i) For the purposes of this Agreement, an employee shall be deemed to be on a call back if the employee is recalled to work overtime without receiving notice before ceasing work.
- (ii) Any employee who is called back to work as defined in sub-clause (i), shall be paid for a minimum of four (4) hours work at the appropriate overtime rate for each time so recalled. Provided that any subsequent call backs occurring within a four hour period of a call back shall not attract any additional payment. An employee working on call back shall be paid the appropriate overtime rate from the time that such employee departs for work.

Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four (4) hours if the job that the employee was recalled to perform is completed within a shorter period. This sub-clause shall not apply in cases where the call back is continuous subject to a reasonable meal break with the commencement of ordinary hours.

11.2 Meal Allowance

- (i) An employee who, having been so instructed, works overtime for two (2) or more hours prior to the agreed commencing time shall be paid a meal allowance of \$8.40.
- (ii) An employee who, having been so instructed, works overtime for two (2) hours or more immediately after the agreed finishing time shall be paid a meal allowance of \$8.40.
Thereafter, a further meal allowance of \$8.40 shall be paid after each subsequent four (4) hours worked
- (iii) An employee who works, for a period in excess of four (4) hours on a day other than an ordinary working day shall be paid a meal allowance of \$8.40 for that days work.

12. Payment of Employees

- 12.1 Council shall pay by the fortnight. Any other period shall be by agreement between Council and the employees affected.
- 12.2 Council shall pay by direct credit to the employee's nominated account.
- 12.3 Employees shall not suffer any reduction in their ordinary pay where they are prevented from attending work due to bushfire or other climatic circumstances beyond their control.
- 12.4 Council shall be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.
- 12.5 Council shall fix a regular payday, between Monday and Friday inclusive, for the payment of employees. Council may alter the payday if there is prior agreement with the employees affected and the employees shall not unreasonably withhold their agreement.

13. Salary Sacrifice

- 13.1 Council and an employee may agree to enter into a salary sacrifice arrangement, which allows an employee to receive a part of their pre tax salary as a benefit rather than salary. Such agreement shall not unreasonably be withheld.
- 13.2 Benefits that may be salary sacrificed include child care facilities operated by Council on its premises; and additional superannuation and motor vehicles supplied by Council under lease back arrangements where the amount to be salary sacrificed for leaseback of a council motor vehicle is that part of the lease back fee that exceeds council's fringe benefit tax liability.
- 13.3 The value of the benefits shall be agreed between Council and employee and shall include fringe benefits tax where applicable.

- 13.4 The salary sacrifice arrangement, including the benefits to be salary sacrificed and their value including fringe benefit(s) tax, shall be in writing and signed by both council and the employee.
- 13.5 The employee may request in writing to change the benefits to be salary sacrificed twice each year and the council shall not unreasonably refuse the request.
- 13.6 The employee's gross pay is their pre tax ordinary pay less the values of the salary sacrifice benefit including fringe benefit(s) tax.
- 13.7 The value of a salary sacrifice benefit and applicable fringe benefit tax, shall be treated as an approved benefit for superannuation purposes and shall not reduce the employee's salary for employer contributions.
- 13.8 The value of salary sacrifice benefits and applicable fringe benefits tax shall be ordinary pay for calculating overtime and termination payments.
- 13.9 The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.
- 13.10 Council will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws.
- 13.11 Council has the right to vary and/or withdraw from offering salary sacrifice to employees with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.
- 13.12 A salary sacrifice arrangement shall cease on the day of termination of employment.
- 13.13 A salary sacrifice arrangement shall be suspended during periods of leave without pay.

13.14 Council may maintain and/or enter into other salary sacrifice arrangements with employees.

14. Superannuation Fund Contributions

Subject to the provisions of the Industrial Relations Act 1996, Council shall make superannuation contributions to the Local Government Superannuation Scheme and not to any other superannuation fund.

Compulsory employer superannuation guarantee contributions for Landfill and Weighbridge Attendants shall be based on a fixed thirty-six (36) standard hours per week basis only, and be inclusive of the Kimbriki 10% loading.

Compulsory employer superannuation guarantee contributions for Works Co-ordinators shall be based on a fixed thirty-eight (38) standard hours per week basis only, and be inclusive of the Kimbriki 10% loading.

15. Starting and Finishing on the Job

All employees are required to sign both in and out each day as an integral function in managing occupational health and safety issues.

Commencement of work shall be deemed to be the signing in of the attendance book. Finish of work is to be at the workstation then proceed to sign off the attendance book prior to leaving the site.

When signing the attendance book the time is to be the actual time, not the allocated start and finish times.

16. Future Vacancies

At the commencement of the Agreement the total number of weighbridge and landfill attendants (combined) to be engaged will be fourteen (14), seven (7) employees on each shift.

Any vacancy caused through resignation or transfer shall be reviewed.

A process to review work practices to enhance productivity and efficiency, whilst focusing on quality customer service, shall be followed and only when the need is validated shall the position be approved for the appointment of a replacement.

17. Values

17.1 Customer Service

Respect for the individual is integral in all relationships between employees, Council and customers.

17.2 Consultation and Negotiation

The parties agree to consult and negotiate in good faith and no party shall seek to take unfair advantage of the other.

The parties will consult jointly in an endeavour to reach agreement with employees about issues and initiatives that affect the workplace and employees.

18. Public Holidays

18.1 All staff who are working on their agreed roster and are required to work on Award holidays shall be paid at double time and one half their ordinary rate of pay (i.e. effective rate of $1.1 \times 2.5 = 2.75$). All staff who are working on their agreed roster and are required to work on Christmas Day or Good Friday shall be paid at triple their ordinary rate of pay inclusive of payment for that day (i.e. effective rate of $1.1 \times 3.0 = 3.3$). Staff whose rostered day off falls on a public holiday shall not be paid for the holiday.

18.2 Council shall operate the Kimbriki facility on the Union Picnic Day. Union Picnic Day shall for purposes of this agreement be regarded as a holiday only for employees who are financial members of the union. Employees who are financial members of the union who are required to work on Picnic Day shall be paid at double time and one half for all hours worked. The financial members of the off shift will receive a day concessional leave accrued to their annual leave entitlement. Employees who are not financial members of the union and who are required to work on Union Picnic Day shall be paid the ordinary rate of pay for their normal working day.

19. Leave Provisions

19.1 Sick Leave

- (i) Employees who are unable, due to sickness, to attend for work shall be entitled during each year of service to fifteen (15) days sick leave on the ordinary rate of pay, subject to the following conditions:
 - (a) Council shall be satisfied that the sickness is such that it justifies the time off, and
 - (b) That the illness or injury does not arise from engaging in other employment, and
 - (c) That the proof of illness to justify payment shall be required after two (2) days absence, or after three (3) separate periods in each service year or in the case of unreasonable absences, and
 - (d) When requested, proof of illness shall indicate the employee's inability to undertake their normal duties.
- (ii) Proof of illness shall include certification from a qualified medical/health practitioner, registered with the appropriate government authority.
- (iii) Council may require employees to attend a doctor nominated by Council at Council's cost and if in employees own time a \$44 flat payment be paid to the employee to cover lost time.

- (iv) Sick leave shall accumulate from year to year so that the balance of the entitlement to sick leave not taken in any one year of service may be taken in a subsequent year or years.
- (v) Where an employee has had 10 years' service with Council and the sick leave entitlement as prescribed has been exhausted, Council may grant such additional leave as, in its opinion, the circumstances warrant.

19.2 Carers Leave

Use of Sick Leave

- (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in paragraph (iv)(b) of this clause, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for at Clause 18.1 of this Agreement, for absences to provide care and support, for such persons when they are ill.
- (ii) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (iii) Carer's leave is not intended to be used for long term, ongoing care. In such cases, the employee is obligated to investigate appropriate care arrangements where these are reasonably available.
- (iv) The entitlement to use sick leave in accordance with this clause is subject to:
 - (a) the employee being responsible for the care of the person concerned;
 - and
 - (b) the person concerned being:

- (1) a spouse of the employee; or
 - (2) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (3) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of the spouse, grandparent, grandchild or sibling (including half, foster and step siblings) of the employee or spouse or de facto spouse of the employee; or
 - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis;
or
 - (5) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (a) “relative” means a person related by blood, marriage or affinity;
 - (b) “affinity” means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (c) “household” means a family group living in the same domestic dwelling.
- (v) An employee shall, wherever practicable, give the Council notice prior to the absence, of the intention to take leave, the name of the person requiring care and that person’s relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(vi) Annual Leave and Leave Without Pay

An employee may elect, with the consent of Council, to take annual leave or leave without pay for the purpose of providing care and support for a person in accordance with subclause (iii) above. Such leave shall be taken in accordance with clauses 18.3 Annual Leave and 18.7 Leave Without Pay of this Agreement.

19.3 Annual Leave

- (i) Annual leave consisting of four (4) weeks at the ordinary rate of pay, exclusive of public holidays observed on working days shall be granted to an employee, after each twelve (12) months service and, except as provided for in (ii), shall be taken on its due date or as soon as is mutually convenient thereafter to Council and the employee. Annual leave may be granted within the first twelve (12) months of employment pro-rata to entitlement earned for the period of employment. Annual leave shall be required to be taken on a roster basis on a first in first served basis.
- (ii) Council may direct an employee to take annual leave by giving at least four (4) weeks prior notification where the employee has accumulated in excess of eight (8) weeks annual leave.
- (iii) Council shall pay each employee before the commencement of the employee's annual leave or on a fortnightly basis during the annual leave period.
- (iv) On resignation or termination of employment, Council shall pay to the employee any accrued annual leave. In addition, the employee shall be paid annual leave on a proportionate basis being equal to one twelfth of the employee's ordinary weekly rate of pay for each completed month of service. The amount payable shall be calculated according to the ordinary rate of pay applicable at the date of termination of service, provided that the employee shall not receive payment for more than four

(4) weeks annual leave for any period of twelve (12) months, excluding concessional leave as awarded by Council.

- (v) Where an employee receives a varying rate of pay for six (6) months in the aggregate in the preceding twelve (12) month period, the employee's ordinary rate of pay shall be deemed to be the average weekly rate of pay earned during the period actually worked over the twelve (12) months immediately preceding the annual leave or the right to payment under this clause.
- (vi) Annual leave shall be required to be taken on a roster basis. The minimum period for such leave shall be one (1) week unless special circumstances prevail. Staff members may change the roster by mutual agreement between themselves and the works coordinator. Provided not more than one staff member, from any one shift, is absent from work on annual leave at the same time.

19.4 Concessional Leave

Employees required to work on days when concessional leave has been granted by Council shall have that leave accrued to their annual leave entitlement. Such concessional leave will be taken in addition to the four (4) weeks annual leave payment as allowed in clause 18.3(i) of this Agreement.

19.5 Long Service Leave

- (i) (a) An employee of Council shall be entitled to Long Service Leave at the ordinary rate of pay as follows:-

LENGTH OF SERVICE	ENTITLEMENT
After 5 years' service	6.5 weeks
After 10 years' service	13 weeks

After 15 years' service	19.5 weeks
After 20 years' service	30.5 weeks
For every completed period of 5 years service thereafter	11 weeks

(b) Where an employee has completed more than five years service with Council and is terminated for any cause, long service leave shall be deemed to have accrued for the employee's total length of service and an amount equivalent to such long service leave, less such leave already taken, computed in monthly periods and equivalent to 1.3 weeks for each year of service up to 15 years and 2.2 weeks for each year of service from 15 years onwards.

(ii) (a) Long service leave shall be taken at a time mutually convenient to Council and employee in minimum periods of one week provided that all long service leave accruing on or after 23 June 1988 shall be taken within five years of it falling due.

(b) Payment to an employee proceeding on long service leave shall be made by the council at the employee's ordinary rate of pay at the time the employee enters upon the leave.

(c) An employee who has become entitled to a period of leave and the employee's employment is terminated by resignation, death or dismissal for any cause shall be deemed to have entered upon leave at the date of termination of the employment and shall be entitled to payment accordingly.

(iii) (a) For the purpose of calculating long service leave entitlement in accordance with subclause (i) of this clause all prior continuous service with any other council within New South Wales shall be deemed to be service with Council.

(b) Continuity of service shall be deemed not to have been broken by transfer or change of employment from one council to another provided the period between cessation of service with one council and appointment to the service of another council does not exceed three months and such period is covered by accrued annual

and long service leave standing to the credit of the employee at the time of the transfer, provided further that the employee concerned does not engage in work of any kind during the period of paid leave between the cessation of service with one council and appointment to the service of another council.

- (iv) For the purpose of this clause, service shall include the following periods:-
- (a) Any period of service with any of Her Majesty's Forces provided that the employee enlisted or was called up direct from the service of a council.
 - (b) In the case of an employee, transferred to the service of a council of a new or altered area - any period of service with the council from which such employee was transferred.
 - (c) Service shall mean all service with Council irrespective of the classification under which the employee was employed.
- (v) There shall be deducted in the calculation of the employee's service all leave of absence without payment not specifically acknowledged and accepted by council as service at the time leave was taken.
- (vi) When an employee transfers from Council to another, the former Council shall pay to the newly employing council the monetary equivalent of all long service leave accruing to the employee at the time of transfer. However, an employee who at the time of transfer has completed at least five (5) years continuous service may elect to be paid the monetary equivalent of the entitlement.

Employees who at the time of transfer elect to be paid the monetary equivalent of their long service leave entitlement shall have that entitlement calculated by multiplying in completed years and months their period of continuous service with council(s).

A statement showing all prior continuous service with the council(s) of the employee concerned shall be furnished together with details of the assessment of the amount of money shall be paid into a Long Service Leave Reserve Account and appropriate notations made in the council's Long Service Leave Record.

- (vii) A council which has received under subclause (vi) of this clause a monetary equivalent on long service leave entitlement to cover an employee's period of service with a previously employing council(s) shall if the employee subsequently leaves the service of that employing council to seek employment outside New South Wales Local Government before a long service leave entitlement has become due, refund to such previously employing council(s) the amount paid.
- (viii) Long service leave shall be exclusive of annual leave and any other holidays as prescribed by Clause 17, Public Holidays of this Agreement, occurring during the taking of any period of long service leave.
- (ix) When the service of an employee is terminated by death the council shall pay to the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's decease.
- (x) Where an employee's service is terminated through shortage of work, material or finance or through illness certified by duly qualified medical practitioner and such employee is re-employed by the same council within 12 months of termination of service, prior service shall be counted for the purpose of this clause.

19.6 Other Paid Leave

(i) Jury Service Leave

An employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by Council an amount equal to the difference between the amount in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

An employee shall notify Council as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give Council proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

(ii) Bereavement Leave

Where an employee is absent from duty because of the death of a person in accordance with paragraphs (a) - (e) below and provides satisfactory evidence to Council of such, the employee shall be granted two (2) days leave with pay upon application. Person in respect to whom bereavement leave may be claimed shall include:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of the spouse, grandparent, grandchild or sibling (including half, foster and step siblings) of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (1) “relative” means a person related by blood, marriage or affinity;
 - (2) “affinity” means a relationship that one spouse because of marriage has to blood relatives of the other; and

(3) “household” means a family group living in the same domestic dwelling.

(iii) Union Training Leave

Council shall agree to release employees (nominated by the union) to attend an accredited trade union training course with pay and such agreement shall not unreasonably be withheld. Reference to Council in this subclause is not to be read down to mean Kimbriki Recycling and Waste Disposal Facility.

(iv) Union Conference Leave

Accredited delegates (nominated by the union) to the union’s annual conference shall be granted paid leave for the duration of the conference provided that Council’s operational requirements are met and the union notifies Council of the accredited delegates nominated to attend the conference at least one month prior to the commencement of the conference.

19.7 Leave Without Pay

(i) Periods of leave without pay may be approved in certain circumstances, shall be taken at a time mutually convenient to Council and the employee, and shall not be regarded as service for the purpose of computing long service leave, sick leave or annual leave. Such periods of leave without pay shall not however, constitute a break in the employee’s continuity of service. Such leave shall only be granted after consideration of impact upon operations with no other employee on that particular shift being on leave during the period of leave without pay.

(ii) An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.

19.8 Paid Maternity Leave

- (i) (a) This clause applies to all full time and part time female employees who have had twelve (12) months continuous service with Council immediately prior to the commencement of maternity leave or special maternity leave and to female casual employees who have worked on a regular and systematic basis with council for at least twelve (12) months prior to the commencement of maternity leave or special maternity leave.

(b) Paid maternity leave shall mean leave taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Paid maternity leave consists of an unbroken period of leave.

(c) Paid special maternity leave shall mean leave taken by an employee where the pregnancy of the employee terminates before the expected date of birth (other than by the birth of a living child), or where she suffers illness related to her pregnancy, and she is not then on paid maternity leave; provided that a medical practitioner certifies such leave to be necessary before her return to work.
- (ii) (a) An employee shall be entitled to a total of nine (9) weeks paid maternity leave or special maternity leave on full pay; or eighteen (18) weeks maternity leave or special maternity leave on half pay; or maternity leave or special maternity leave on a combination of full pay or half pay provided the leave does not exceed the equivalent of nine (9) weeks on full pay.

(b) The employee may choose to commence paid maternity leave before the expected date of the birth.
- (iii) (a) Annual leave, long service leave, unpaid maternity leave and any accumulated time in lieu may be taken in conjunction with paid maternity leave and special maternity leave, subject to council approval, provided that the total period of leave does not exceed 52 weeks.

- (b) Employees may take periods of annual leave and long service leave during unpaid maternity leave at half pay, provided the total period of all leave does not exceed 52 weeks.
- (c) The period of paid maternity leave and special maternity leave is taken into account in calculating the employee's long service, annual and sick leave accruals.
- (d) Paid maternity leave may not be extended beyond the first anniversary of the child's birth.
- (iv) Payment for maternity leave and special maternity leave is at the ordinary rate applicable prior to the commencement of the leave period. Employees working as permanent part time employees will be paid at their ordinary part time rate of pay calculated on the regular number of hours worked. A casual employee's rate of pay will be calculated by averaging the employee's weekly wage in the twelve (12) months immediately prior to the employee commencing paid maternity leave or special maternity leave.
- (v) Paid maternity leave and special maternity leave shall be exclusive of public holidays. Where a public holiday falls during a period where the employee has taken either paid maternity leave or annual or long service leave on half pay, the public holiday shall also be paid at half pay. Further, all entitlements shall accrue during periods of leave at half pay on a proportionate basis.
- (vi) Notice of intention to take paid maternity leave

The employee must:

- provide council with certification of the expected date of confinement at least ten (10) weeks before the child is due. This is known as the first notice;
- advise council in writing of her intention to take paid maternity leave and the proposed start date at least four (4) weeks prior to that date. This is known as the second notice.

- provide a signed statutory declaration that the employee will be the primary care giver to the child and that the paid maternity leave will not be taken in conjunction with any partner accessing paid parental leave entitlements.
- (vii) The employee will not engage in any other form of paid work during the period of paid maternity leave without the approval of the Kimbriki Manager.
- (viii) Subject to an application by the council and further order of the Industrial Relations Commission of New South Wales, a council may pay a lesser amount (or no amount) of maternity leave or special maternity leave than that contained in this clause where council can demonstrate economic hardship.

19.9.1 Supporting Parent Leave

An employee who is a supporting parent shall be entitled up to five (5) days paid leave taken from their accrued sick leave balance at the time their partner gives birth to a child or at the time the employee adopts a child provided that the employee has had twelve (12) months continuous service with Council immediately prior to the commencement of their supporting parent leave.

20. Appointment and Promotion

- (i) When it is proposed to make an appointment or promotion to a new or vacant position within the organisation structure of the council, the position must be advertised in a manner sufficient to enable suitably qualified persons to apply for the position. This subclause applies to the appointment of any employee where the term or terms of employment are for more than twelve (12) months in any period of two (2) years.
- (ii) When the decision is being made to appoint a person to a position:
 - a) Only a person who has applied for an appointment to the position may be selected; and

- b) From among the applicants eligible for appointment, the applicant who has the greatest merit is to be selected.
- (iii) The merit of the persons eligible for appointment to a position is to be determined according to:
- a) The nature of the duties of the position; and
 - b) The abilities, qualifications, experience and standard of work performance of those persons relevant to those duties.
- (iv) All prospective employees being considered for appointment to positions will be required to undertake a pre-employment medical assessment as per Clause 26, Medical Examinations, of this agreement.
- (v) Where requested in writing, internal applicants shall be given the reasons in writing for not being appointed.
- (vi) Subclauses (i), (ii), (iii) and (iv) of this clause do not apply to any appointment which is made by way of demotion or lateral transfer unless Council decides that those subclauses are to apply to the appointment.
- (vii) If a position is vacant or the holder of such a position is sick or absent, Council may appoint a person to the position temporarily. A person appointed to a position temporarily shall not continue in that position for a period of more than twelve (12) months.

21. Training and Development

- (i) Council shall develop a training plan consistent with the current and future skill requirements, the size, structure and nature of the operation, and the need to develop vocational skills.

- (ii) The training plan shall, where appropriate, provide for training that is consistent with industry and/or nationally determined competency based standards.
- (iii) The training plan, shall provide for the assessment and recognition of an employee's current competencies where possible.
- (iv) Selection of participants to receive Council required training in accordance with Council's training plan is to be based on merit and the needs of the employee as identified in the employee's performance appraisal.
- (v) Training will include on-the-job, off-the-job, and courses. Where this training is conducted outside rostered hours management will give sufficient notice to the employees that their attendance is required. Payment for out-of-hours training shall be at ordinary rates of pay for a minimum of three (3) hours and a maximum of eight (8) hours. Payment for out-of-hours attendance for approved certificate courses will be paid at 50% of the rate that would have been paid for skills training of staff.
- (vi) Meetings shall, in general, be convened immediately before or after working hours. Payment for meetings shall be at ordinary rates of pay for the actual hours of attendance with no minimum hours of payment. An unpaid meal break will be provided prior to the meeting.

22. Use of Skills

22.1 The parties are committed to improving skill levels and removing impediments to multi-skilling and broadening the range of tasks that the employee may be required to perform.

22.2 Council may direct the employee to carry out such duties as are within the limits of the employee's skill, competence and training.

22.3 An employee required to relieve in a position which is at a higher level within the salary system, shall be paid at least the minimum rate for that Grade in accordance with the salary system.

22.4 Payment for use of skills relieving in a higher Grade position shall unless specified elsewhere in this Agreement, be made for the time actually spent relieving the higher position. A minimum payment of four (4) hours shall apply when relieving in a higher position.)

23. Grievance and Dispute Procedures

(i) At any stage of the procedure, the employee(s) may be represented by their union or its local representative/delegate and the council represented by the Association.

(ii) The union delegate shall have reasonable time, without loss of pay, to discuss a grievance or dispute with management at the local level where prior approval is sought. Such approval shall not be unreasonably withheld.

(iii) A grievance or dispute shall be dealt with as follows:

- a) The employee(s) shall notify the supervisor, or other authorised officers of any grievance or dispute and the remedy sought, in writing.
- b) A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two (2) working days of notification.
- c) If the matter remains unresolved, the employee(s) may request the matter be referred to the Manager or other authorised officer for discussion. A further meeting between all parties shall be held as soon as practicable.
- d) If the matter remains unresolved, the General Manager shall provide the employee(s) with a written response.

- e) Where the matter remains unresolved, it may be referred to the employee's union or representative and by the General Manager or other authorised officer to the Association for further discussion between the parties.

- (iv) The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.

- (v) During this procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal.

24. Disciplinary Procedures

A. Employee's Rights

Notwithstanding the procedures below, an employee shall:

- (i) Have access to their personal files and may take notes and / or obtain copies of the contents of the file.

- (ii) Be entitled to sight, note and / or respond to any information placed on their personal file which may be regarded as adverse.

- (iii) Be entitled to make application to delete or amend any disciplinary or other record mentioned on their personal file which the employee believes is incorrect, out-of-date, incomplete or misleading.

- (iv) Be entitled to request the presence of a union representative and / or the involvement of their union at any stage.

- (v) Be entitled to make application for accrued leave for whole or part of any suspension during the investigation process.

B. Employer's Rights and Obligations

Notwithstanding the procedures contained below, a council shall:

- (i) Be entitled to suspend an employee with or without pay during the investigation process provided that:
 - a) Suspension without pay during an investigation shall be for a period of not more than two weeks, except where the progress of the investigation is delayed due to the unavailability of the employee and/or their representative in which case the period of suspension without pay may be extended for a further period of up to 7 days or such greater period by agreement.
 - b) If, after investigation, the reasons for the suspension are found to be inappropriate, the employee shall not suffer any loss of pay for the period under suspension.
 - c) The suspension shall not affect the employee's continuity of service for the purposes of accruing leave entitlements.
 - d) Council shall not unreasonably refuse an application for paid leave under this provision.
 - e) By agreement an employee may be transferred to another position or place of work.
- (ii) Properly conduct and speedily conclude an investigation into the alleged unsatisfactory work performance or conduct.
- (iii) Be entitled to take other disciplinary action before and / or during the procedures in cases of misconduct or where the employee's performance warrants such action.
- (iv) In appropriate circumstance be entitled to terminate an employee's services in accordance with Clause 27, Termination of Employment, of this agreement.

- (v) Be entitled to request the presence of a union representative at any stage.

C. Procedures

- (i) Where an employee's work performance or conduct is considered to be unsatisfactory, the employee shall be informed in the first instance of the nature of the unsatisfactory performance or conduct and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer or nominee of Council.

Unsatisfactory work performance or conduct shall include, but not be limited to, neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record shall be kept on the appropriate file of such initial warning. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.

- (ii) Where there is a reoccurrence of the unsatisfactory work performance or conduct, the employee shall be warned formally in writing by the appropriate officer of Council and counselled.

Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record shall be kept of such formal warning and counselling. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.

- (iii) If the employee's unsatisfactory work performance or conduct continues or resumes following the formal warning and counselling, the employee shall be given a final warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.

- (iv) If the employee's work performance or conduct does not improve after the final warning further disciplinary action shall be taken.
- (v) All formal warnings shall be in writing.
- (vi) Union Delegates shall be provided reasonable time without loss of pay, to represent members in disciplinary matters at the local level, provided prior approval is sought. Such approval shall not be unreasonably withheld.

D. Penalties

After complying with the requirements above, council may:

- (i) Demote the employee to a lower paid position, provided that the employee shall not suffer a reduction in the rate of pay for two (2) weeks from the date of the demotion.
- (ii) Suspend an employee without pay from work for a specified period of time.
- (iii) Terminate the employment of the employee.

25. Occupational Health and Safety

Council shall provide a safe place of work and work practices in accordance with the provisions of the Occupational Health and Safety Act 2000.

Council shall make appropriate provision for employees with regard to shelter and amenities and shall satisfy the provisions of the Occupational Health and Safety Act and Regulations.

Employees must take reasonable care of the health and safety of themselves and others.

Employees must cooperate with Council in its efforts to comply with occupational health and safety requirements.

25.1 Council shall supply employees with protective clothing uniforms and equipment suitable to the nature of the work performed and the work environment.

Employees must wear and use the supplied uniforms, protective clothing and equipment and must properly launder and care for all items issued and immediately report any damage to personal protective equipment supplied.

25.2 Employees shall be supplied with sufficient cool water containers to ensure that adequate clean, cool drinking water is available throughout the day. It will be the employees responsibility to ensure water containers are filled during breaks.

25.3 As part of the efforts to achieve the highest standards of safety and health, Council will maintain an alcohol and drug free policy.

This means that all employees involved in the operation of the Centre must be free from the influence of alcohol and illegal drugs whilst at work. Employees who breach Council's policy will be subject to counselling and/or disciplinary action. The consumption of alcohol and illegal drugs during the course of the shift is prohibited. Serious or ongoing breaches of this policy may result in dismissal.

26. Medical Examinations

- (i) Council shall offer all employees regular medical examinations for:
 - Chest X rays
 - Lung Capacity
 - Skin conditions
 - Hepatitis and tetanus injections
- (ii) Pre-Employment Medical Assessment - All prospective employees being considered for appointment to positions will be required to undertake a pre-employment medical assessment. The assessment will aim to ensure that individuals are able to carry out the inherent requirements of the position, and that individuals are not placed in positions that will adversely affect their health and well being. Council will not unfairly discriminate against any prospective employee with a poor medical assessment, and the final

appointment decision will include consideration of reasonable adjustment for any individual with a disability / illness.

- (iii) Medical examinations and pre-employment medical assessments shall be undertaken in the employee's or prospective employee's own time. Council will pay direct costs of the medical service only (i.e. invoice value for service).

27. Termination of Employment

- (i) An employee shall give to Council two (2) weeks notice of their intention to terminate their employment. If no such notice is provided, council shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under this Agreement.
- (ii) Council and the employee may agree to a shorter period of notice for the purpose of this subclause, in special circumstances.
- (iii) In cases of serious misconduct, Council may summarily dismiss an employee following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed, subclause (iv) shall not apply.
- (iv) Council shall give to an employee a period of notice of termination in accordance with the following scale or by payment in lieu thereof:

EMPLOYEE'S PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
Less than 2 years	At least 2 weeks
2 years and less than 3 years	At least 3 weeks
3 years and less than 5 years	At least 4 weeks
5 years and beyond	At least 5 weeks

- (v) The provision of this clause shall be read subject to the provisions of Clause 27, Workplace Change and Redundancy, of this agreement.

28. Workplace Change and Redundancy

(i) Council's Duty to Notify

(a) Where Council has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and the unions to which they belong.

(b) "Significant effects" include termination of employment, major changes in the composition, operation or size of Council's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the award makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

(i) Council's Duty to Discuss Change

(a) Council shall discuss with the employee(s) affected and the union to which they belong, inter alia, the introduction of the changes referred to in sub-clauses (i)(a) and (b) of this clause, what affects the changes are likely to have on the employee(s) and measures to avert or mitigate the adverse changes on the employee(s) and shall give prompt consideration to matters raised by the employee(s) and / or their union in relation to the changes and may reconsider its original decision.

(b) The discussion shall commence as early as practicable after a definite decision has been made by the council to make the changes referred to in sub-clause (i)(a) and (b) of this clause.

(c) For the purposes of the discussion, Council shall provide to the employee(s) concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee(s) and any other matters likely to affect the employee(s).

(ii) Discussion Before Termination

(a) Where Council has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to subclause (i)(a) and (b) of this clause and that decision may lead to the termination of employment, Council shall hold discussions with the employee directly effected and with the union to which they belong.

(b) The discussion shall take place as soon as it is practicable after Council has made a definite decision which shall invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned. Measures to mitigate the adverse effect on employees may include consideration of re-training opportunities, redeployment, recruitment advice, the payment of relocation allowances, provision of additional notice, access to an employee assistance program, financial advice and such other assistance as may be reasonably available.

(c) For the purposes of the discussion, Council shall, as soon as practicable, provide to the employee(s) concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employee(s) likely to be effected and the number of employee(s) normally employed and the period over which the terminations are likely to be carried out. Provided that Council shall not be required to disclose confidential information the disclosure of which would adversely affect Council.

(iii) Notice to Centrelink

Where a decision has been made to terminate employees, Council shall notify the Centrelink as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(iv) Notice of Termination

(a) Five weeks notice to terminate or pay in lieu thereof shall be given.

(b) Where an employee is to be terminated because of the introduction of technology the employee shall be entitled to the following:

1. Three (3) months notice of termination or

2. Payment in lieu of the notice in paragraph (i) above. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

3. Notice or payment of notice under this paragraph shall be deemed to be service with Council for the purposes of calculating leave entitlements under this award.

(v) Redundancy Pay

(a) This subclause shall apply where an employee is terminated due to redundancy. Council shall be exempt from the operation of this subclause where the employee concerned has been offered, but has refused to accept, an alternative position within the council's organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.

(b) In addition to any required period of notice, and subject to subclause (v) of this Clause, the employee shall be entitled to the following;

COMPLETED YEARS OF SERVICE WITH COUNCIL	ENTITLEMENT
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	9 weeks pay
3 years and less than 4 years	13 weeks pay
4 years and less than 5 years	16 weeks pay
5 years and less than 6 years	19 weeks pay
6 years and less than 7 years	22 weeks pay

7 years and less than 8 years	25 weeks pay
8 years and less than 9 years	28 weeks pay
9 years and less than 10 years	31 weeks pay
10 years and thereafter	34 weeks pay

- (vi) An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they had remained in Council's employment until the expiry of the notice period.
- (vii) During a period of notice of termination given by Council, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by Council the employee shall provide proof of attendance at an interview.
- (viii) A redundant employee shall be entitled to the payment of a job search allowance of up to \$2,000 to meet expenses associated with seeking other employment subject to proof of expenditure or on production of an invoice and/or other appropriate documentation. The employee's entitlement to claim the job search allowance is limited to a period of up to 12 months from their termination of service with the council or until the employee secures alternative employment, whichever is the sooner.
- (ix) If the employee agrees to be redeployed by council into a lower paid position, the employee's existing salary and conditions shall be maintained for a period equivalent to the amount of notice and redundancy pay that the employee would be entitled to under this Award. Provided that should the employee resign during the period of salary maintenance, as provided for by this subclause, the balance of any notice and redundancy pay that the employee would have been entitled to for the remainder of the period of salary maintenance shall be paid on termination.
- (x) Council shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of

the employee's employment and the classification or the type of work performed by the employee.

- (xi) Council shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.
- (xii) In the event that council determines that a position is redundant, council where practicable, shall firstly offer such redundancy on a voluntary basis.
- (xiii) Nothing in this agreement shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the industry unions and the councils bound by this agreement.
- (xiv) Subject to an application by Council and further order of the Industrial Relations Commission on New South Wales, Council may pay a lesser amount (or no amount) of severance pay than that contained in subclause (v) above if the council obtains acceptable alternative employment for an employee.
- (xv) Nothing in this clause shall restrict an employee with ten years service or more and council from agreeing to further severance payments.

29. Renegotiation of the Agreement

The parties to this Agreement shall meet to renegotiate the provisions contained herein three (3) months prior to the date of its cessation. Should there be no agreement between the parties the existing provisions shall remain in force until rescinded by the making of a new Enterprise Agreement.

30. Signatories to the Agreement

In signing this Agreement, the parties agree that the rates of pay and the

implementation of the conditions provided for in this Agreement will take effect from the first pay period to commence on or after 1 January 2006.

SIGNED on behalf of)
WARRINGAH)
COUNCIL)
in the presence of) General Manager

.....
Witness

SIGNED on behalf of the
NEW SOUTH WALES LOCAL
GOVERNMENT, CLERICAL ADMINISTRATIVE,
ENERGY, AIRLINES & UTILITIES UNION)
In the presence of) General Secretary

.....
Witness

SCHEDULE ONE

Part 1 KIMBRIKI RECYCLING & WASTE DISPOSAL CENTRE

POSITION NUMBER:

DATE OF LAST REVIEW: January 2006

POSITION TITLE: Weighbridge Attendant

GRADE: O3/1K to O3/7K

REPORTS TO: Works Co-Ordinator

STATUS:	Permanent Part Time
HOURS:	35 hours per week on a rotating roster of four days on, three days off, three days on and four days off within a fortnight period Required to work either Saturday or Sunday
DIVISION:	Customer And Community Services
SERVICE:	Business Operations
TEAM:	Kimbriki Recycling & Waste Disposal Centre
LOCATION:	Kimbriki Road, Terrey Hills

Part 2 Position Details - Kimbriki Weighbridge Attendant

Main Purpose

- To act as part of a team and administer charges and fees to users of the Kimbriki Centre
- To provide courteous and efficient service to all users of the Kimbriki Centre
- To provide efficient service by performing a range of duties in a professional and competent manner.
- To provide site auditing loads accepted for disposal and audit of receipts held by customers on the site

Key Responsibilities

- Identify and manage recyclable, unacceptable and waste materials as prescribed;
- Obtain and provide information to customers in a courteous and polite manner;
- Promote the good image and services of the Centre;
- Understand productivity and quality requirements and perform tasks to these standards;
- Work effectively in a professional team environment including personal presentation in accordance with Warringah Council standards;
- Handle cash and use computer skills to operate computerised weighbridge system;
- Perform all duties as directed and act in accordance with Warringah Council's Code of Conduct;
- Perform duties within the landfill area as required.
- Exercise Occupational Health Safety and Rehabilitation Responsibility, Accountability and Authority as detailed below and as outlined in OH&S procedure 201 (linked below for staff).
http://intra.warringah.nsw.gov.au/pdf/oh&s/GM_Ohsrprocedures201_OHSR_Respons.pdf

Essential Requirements

- Ability to work as a team member;
- Demonstrated knowledge of OH&S, Environmental Due Diligence, EEO and ethical work practises;
- Ability to provide a high standard of customer service;
- Demonstrated skills in communication with staff and customers;
- Ability to work independently when required;
- Willingness to work various shifts as required;
- # Ability to evaluate and assess waste materials entering the site
- # Cash handling ability including reconciliation at the end of day.
- General clerical skills
- # Ability to undertake quality checks including ability to identify and, where possible, rectify problems;
- # Ability to manage variable work loads that often have extended peak demands that may result in stressful situations

Part 2 *Position Details - Kimbriki Centre Attendant*

Key Accountabilities

- Supervision of vehicle entry and exit from the site and to administer charges and fees to users of the Kimbriki Centre
- Supervision of vehicle entry into the Kimbriki Centre and ensure that all waste entering the site is identified by source, type, quantities, location of placements and special handling requirements
- Liaise with the landfill operators in relation to receipt of waste and to ensure a co-ordinated operation of the Kimbriki Centre
- Maintain current and accurate records of the Kimbriki Centre operations
- Ensure appropriate maintenance and calibration of the weighbridge system

WARRINGAH COUNCIL

Part 2 *KIMBRIKI RECYCLING & WASTE DISPOSAL CENTRE*

POSITION NUMBER:

DATE OF LAST REVIEW: January 2006

POSITION TITLE: Landfill Attendant

GRADE: O3/1K to O3/6K

REPORTS TO: Works Co-Ordinator

STATUS: Permanent Part-time

HOURS: 35 hours per week on a rotating roster of four days on, three days off, three days on and four days off within a fortnight period
Required to work either Saturday or Sunday

Required to work either Saturday or Sunday

DIVISION: Customer And Community Services

SERVICE: Business Operations

TEAM: Kimbriki Recycling & Waste Disposal Centre

LOCATION: Kimbriki Road, Terrey Hills

Part 2 *Position Details - Kimbriki Landfill Attendant*

Main Purpose

- To act as part of a team and provide a quality waste recycling and disposal customer service by performing a range of duties in a professional and competent manner.
- To provide courteous and efficient service to all users of the Kimbriki Centre
- To provide efficient service by performing a range of duties in a professional and competent manner.
- To assist customers in the deposition of waste on the site and provide site auditing of receipts held by customers
- To remove recyclable material from the landfill area as directed by the works coordinators.

Key Responsibilities

- Identify and manage recyclable, unacceptable and waste materials as prescribed;
- Obtain and provide information to customers in a courteous and polite manner;
- Promote the good image and services of the Centre;

- To direct and control traffic movements in and around the landfill areas to ensure orderly and safe usage of the centre by all persons;
- Liaise with the weighbridge attendants and contractors on site to ensure efficient operations;
- Observe housekeeping standards to ensure that all areas are kept in an orderly manner and safe for all users;
- Understand productivity and quality requirements and perform tasks to these standards;
- Work effectively in a professional team environment including personal presentation in accordance with Warringah Council standards;
- Perform all duties as directed and act in accordance with Warringah Council's Code of Conduct.
- Work in conjunction with contract plant hire and direct these operations in accordance with instructions issued by the Works Co-ordinators.
- Ensure effective daily compaction of waste material.
- Report all accidents and incidents to the Works Co-ordinators
- Perform duties within the weighbridge area as required
- Exercise Occupational Health Safety and Rehabilitation Responsibility, Accountability and Authority as detailed below and as outlined in OH&S procedure 201 (linked below for staff). http://intra.warringah.nsw.gov.au/pdf/oh&s/GM_Ohsrprocedures201_OHSR_Respon.pdf

Essential Requirements

- Ability to work as a team member with minimal supervision;
- Physical ability to perform duties;
- Demonstrated knowledge of OH&S, Environmental Due Diligence, EEO and ethical work practises;
- Ability to provide a high standard of customer service;
- Demonstrated skills in communication with staff and customers;
- Ability to work independently when required;
Willingness to develop competencies
- Willingness to work various shifts as required;

Part 2 Position Details - Kimbriki Centre Attendant

Desirable Skills

- Ability to evaluate and assess waste materials entering the site;
- Possession of truck drivers licence (not essential)
- Experience in traffic control;
- Knowledge of waste minimisation principals and objectives;
- Ability to undertake quality checks including ability to identify and, where possible, rectify problems; and
- Ability and willingness to provide customers with physical assistance where required.

WARRINGAH COUNCIL

Part 3 Kimbriki Recycling and Waste Disposal Centre

KIMBRIKI WORKS CO-ORDINATOR

POSITION NUMBER:

DATE OF LAST REVIEW: January 2006

POSITION TITLE: Kimbriki Works Co-Ordinator

GRADE: 04/1K to O4/8K

REPORTS TO: Kimbriki Operations Manager

STATUS: Permanent Full-time

HOURS: Minimum 38 hours per week
Roster to include either a Saturday or Sunday per week

DIVISION: Customer And Community Services

SERVICE: Business Operations

TEAM: Kimbriki Recycling & Waste Disposal Centre

LOCATION: Kimbriki Road, Terrey Hills

POSITION SPECIFICATION

1. OBJECTIVES OF THE POSITION

- 1.1 To ensure the provision of effective and efficient services that are based on quality and value for money.
- 1.2 To lead and co-ordinate service teams.
- 1.3 To instruct and supervise site operations including work of contractors.
- 1.4 To ensure that processes, services and outcomes are developed around the values of openness, equity and integrity.

2. KEY RESPONSIBILITIES

- 2.1 Ensure the delivery of effective and efficient service outcomes and ensure services delivered satisfy service agreements.
- 2.2 Allocate and manage resources efficiently and effectively to ensure specified outcomes are met.
- 2.3 Ensure staff are adequately instructed, trained and have the capabilities to meet their responsibilities. Work with the staff as deemed appropriate to accomplish a task.
- 2.4 Provide ongoing evaluation and monitoring of service performance.
- 2.5 Maintain site records as directed including site log.
- 2.6 Communicate corporate and service goals, to staff, contractors, clients and visitors to the site.
- 2.7 Contribute positively to performance of the Service Unit and to corporate performance as a whole.
- 2.8 Demonstrate integrity, honesty and ensure a safe and fair workplace is maintained and that compliance with relevant legislation, awards, site agreement and Council policies is achieved.
- 2.9 Attend site training, meetings and forums as required.
- 2.10 Exercise Occupational Health Safety and Rehabilitation Responsibility, Accountability and Authority as detailed below and as outlined in OH&S procedure 201 (linked below for staff). http://intra.warringah.nsw.gov.au/pdf/oh&s/GM_Ohsrprocedures201_OHSR_Respons.pdf

3. ESSENTIAL SKILLS

- 3.1 Demonstrated leadership skills and proven ability to manage and work with a range of work teams.
- 3.2 Proven supervisor experience in a landfill, waste industry, construction site or similar environment combined with management skill or qualifications.
- 3.3 Demonstrated ability to manage resources and develop and implement work schedules.
- 3.4 Demonstrated ability to provide customer service with continuous improvement.
- 3.5 Demonstrated written and oral communication skills and the ability to effectively negotiate and mediate.
- 3.6 Demonstrate problem solving skills and ability to apply innovative approaches to effectively respond to change.
- 3.7 Demonstrated understanding, commitment, and ability to apply EEO, OH&S, customer service and ethical practise principals.
- 3.8 Proven computer data entry experience with ability to operate the wastemann system within the weighbridges.
- 3.9 Hold a current NSW Driver's Licence.