

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA10/12

TITLE: Woollahra Municipal Council Waste Services Enterprise Agreement 2009

I.R.C. NO: IRC9/1933

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**NEW AGREEMENT OR
VARIATION:** Replaces EA05/66.

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all employees employed by Woollahra Municipal Council in its Waste Services Section located at 536 New South Head Road Double Bay 2028 employed as Team Leaders, Relief Drivers, Collectors, Relief Collectors, Relief Collector/Support Officer and Waste Compliance Officer, who fall within the coverage of the Local Government (State) Award 2007.

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

Woollahra Municipal Council

WASTE SERVICES

Enterprise Agreement 2009

Related to Local Government (State) Award 2007

1 Application and Operation of the Agreement

1.1 Title and Intention of the Parties

- a. 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 “Woollahra Municipal Council Waste Services Enterprise Agreement 2009” and shall provide the basis for determining the salaries and certain specified conditions of employment for staff employed in the Waste Services area of the Municipality of Woollahra.
- b. This Agreement must be read in conjunction with the Local Government (State) Award 2007, or its successor and in the event of conflict, this Agreement prevails.

1.2 The Parties

The Parties to this Agreement are Woollahra Municipal Council and the New South Wales Local Government, Clerical, Administrative, Energy Airlines and Utilities Union.

1.3 Duress

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

1.4 Commencement, Duration and Renegotiation

- a. The Agreement shall come into operation from the date of approval by the Industrial Relations Commission of New South Wales and shall remain in force for a period of three (3) years.
- b. 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, either party may determine to rescind the Agreement and revert to the provisions of the Award.

1.5 Definitions

Award: Shall mean the Local Government (State) Award 2007, and any Award that succeeds this Award.

Team Leader:	Shall mean those staff undertaking tasks in accordance with the position description associated with this position
Relief Driver:	Shall mean those staff undertaking tasks in accordance with the position description associated with this position
Collector:	Shall mean those staff undertaking tasks in accordance with the position description associated with this position
Relief Collector:	Shall mean those staff undertaking tasks in accordance with the position description associated with this position
Relief Collector/ Support Officer:	Shall mean those staff undertaking tasks in accordance with the position description associated with this position.
Waste Compliance:	Shall mean those staff undertaking tasks in accordance with the position description associated with this position
Industrial Agreement:	Shall mean a registered Industrial Agreement pursuant to the Industrial Relations Act 1996.
Council:	Shall mean Woollahra Municipal Council.
Council Policy:	Shall mean policy adopted by Woollahra Municipal Council and/or the Management Executive of Council.
DARG:	Daily Agreed Average of work to be completed.
Employee:	Shall mean, for the purpose of determining eligibility to the benefits of this Agreement, an employee who is employed within the Waste Service in one of the positions set out below.
Management:	Shall mean such persons as are delegated responsibility by the General Manager to manage the waste management service and achieve the service outcomes as determined by Council.
Union:	Shall mean the United Services Union.

Waste Service: Residential waste service shall generally include domestic waste, green waste and collection of dumps, as funded from Domestic Waste Levy, Section 496 of the *Local Government Act 1993*.

Commercial/Trade: Shall generally include commercial premises waste collection, Trade: paper/cardboard recycling and other contracted waste collection services. These services are funded by full cost recovery and commercially viable.

Staff Number Shall mean the complement of permanent staff required to undertake the collection service and shall comprise the following:

Domestic and Green Service

Compliance Officer	1
Team Leader	8
Relief Driver	5
Collector	7
Relief Collector/Support Officer	1
Relief Collector	5
Total	27

Trade Waste Service:

Team Leader	2
Relief Driver	1
Collector	1
Total	4

1.6. Relationship with the Award

- a This Agreement shall be read and interpreted wholly in conjunction with the Award and the Industrial Agreement.
- b This Agreement shall not affect the payment of future Award based increases and there shall be no absorption of such increases for the purposes of this Agreement.
- c In the event of any inconsistency between the Award or the Industrial Agreement and this Agreement, this Agreement shall prevail to the extent of the inconsistency.
- d Where this Agreement is silent, the Award and the Industrial Agreement shall prevail.

1.7. Anti-Discrimination

- a. 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, sex, marital status, disability, homosexuality, transgender identity, age and responsibility as a carer.
- b. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by the Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It shall be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement that, by its terms or operation, has a direct or indirect discriminatory effect.
- c. 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.
- d. Nothing in this clause is to be taken to affect:
 - i. any conduct or act which is specifically exempted from anti-discrimination legislation;
 - ii. offering or providing junior rates of pay to persons under 21 years of age;
 - iii. any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
 - iv. a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- e. 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.
- f. NOTE: Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

1.8. No Further Claims

The parties to this Agreement and the employees covered by it agree and acknowledge that the Agreement has been negotiated to ensure the employees' rates of pay, other than as specified in Section 6, and other working conditions have been agreed for the next three years and that there shall be no further industrial or other claims made by them, except as set out in the local Government State Award (2007) or its successor.

2. Employees covered by this Agreement

a. The Council's Waste Services Section employees covered by this Agreement are as follows:

- i. Team Leaders
- ii. Relief Drivers
- iii. Collectors
- iv. Relief Collectors
- v. Relief Collector/Support officer
- vi. Waste Compliance Officer

whether or not they are members of the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union or any other Union

b. The Council's Waste Services Section employees not covered by this Agreement are as follows:

- i. Waste Operations Coordinator
- ii. Waste Technical Officer
- iii. Waste Projects Coordinator
- iv. Clerical and Administration employees
- v. Depot & Waste Services Manager

3 Basis of employment

- a. Each Employee is employed to perform the duties outlined in the position description attached to his/her Offer of Employment. The commencement Grade will also be set out in that letter.
- b. The basis of each Employee's employment is detailed in the Offer of Employment and Woollahra Councils general terms and conditions of employment. Any changes in salary grades, promotions, transfers or other alterations to the employment arrangement will be confirmed in writing.
- c. Council shall notify Waste Services Employees who may be affected by proposed changes and their Union, in accordance with Section 34 of the Local Government (State) Award 2007, where Council makes a definite decision to introduce major changes in production, program, organisation structure, or technology, that are likely to have significant effects on employees.

4 Commitment to the Delivery of an Effective Service

4.1 The objective of this agreement is to deliver effective and efficient Council services. The matters detailed below reflect the commitment employees and management have achieved in reaching this Agreement as the basis for meeting this objective:

- a. Employees covered by this agreement shall work diligently and effectively to maintain and enhance the service currently provided to the residents, businesses and visitors to the Woollahra Municipality.
- b. Management and employees shall work together to ensure plant and equipment breakdowns, damage and failures are minimised, and are promptly addressed if they do occur.
- c. Management and employees shall work together in a team environment to ensure effective communication is maintained and that further opportunities to improve and enhance Council's services are identified and introduced to assist in the ongoing security of Council employment in the long term.
- d. Cessation of the use of casual labour to provide day to day relief staffing
- e. Five additional relief positions included in the operational positions, in lieu of casual relief
- f. A commitment to reducing the levels of daily absenteeism
- g. Annual leave to be spread throughout the year where possible subject to negotiation between individual staff and management
- h. Transfer of Clean Up collection and associated plant from the Waste Section to another section of the Depot & Waste Services Department
- i. A decrease in the proportion of collected material going to landfill and an increase in the proportion of material recycled
- j. Drivers to tip their own trucks at transfer station as part of the daily duties of the position
- k. Continuing introduction of new loading technology for waste compactors
- l. Staff to work in a consultative manner with management to improve waste reduction outcomes
- m. Management and staff within the service will act promptly, consistent with their scope of authority, to remove any impediments to the effectiveness of the service
- n. Team Leaders shall be engaged to commence each shift and be responsible for organising staffing levels and the work plans for the respective teams

- o. Management will ensure that staff have access to a management representative at the conclusion of each day

4.2 Collection Schedules

- a. The collection schedule for residential waste and recyclable materials shall be arranged as follows:

Monday: Garbage, Green Waste, Trade and Commercial Paper

Monday: 2 shifts for green waste collected in laneways

Tuesday: Garbage, Green Waste, Trade and Commercial Paper

Wednesday: Garbage, Green Waste, Trade and Commercial Paper

Thursday: Garbage, Green Waste, Trade and Commercial Paper

Friday: Garbage, Green Waste, Trade and Commercial Paper

Saturday: Trade and Commercial Paper

Sunday: Trade

Note: The trade service and commercial paper service are reliant on the service being economically sustainable.

- b. The parties agree that waste removal collection runs throughout the Municipality of Woollahra will be monitored to provide an equitable distribution of collections throughout the week, making allowances for variations in terrain and nature of the housing and the tonnage collected. The compilation and design of the runs will be achieved through full consultation with the staff.
- c. Council reserves the right, consistent with sub-clause 4.3, to redesign any run and assign staff within the Collection Service as deemed necessary following proper consultation with the staff affected.
- d. There shall be no daily departure from the established route unless expressly approved by the Coordinator. There will be no permanent departure from the established route without the express approval of the Manager Depot & Waste Services.
- e. In accordance with Council's requirements and environmental legislation, NO vehicle, other than Trade Waste, shall leave the Depot prior to 5am

4.3 Collection Methods – General

- a. The Team Leader shall be accountable for the conduct of the crew during the collection of waste and the operation of the vehicle/s for the service for which he/she is responsible.
- b. In the event of it becoming apparent to the Team Leader that the run cannot be completed within the time prescribed in Sub-Clause 7.1 due to a breakdown or other circumstances beyond the control of the crew, the Team Leader must report the position immediately to the Coordinator who will exercise his judgement in determining the most appropriate course of action consistent with the spirit of this Agreement.
- c. Staff must make every endeavour to assist in the completion of the collection zone before departing the zone
- d. Each member of the crew shall receive appropriate training in (see Clause 5) and become familiar with, and observe all requirements relating to the Occupational Health and Safety Act, the Road Traffic Act and associated regulations, and other relevant legislation/regulations pertaining to the collection service.

4.4 Bin Collection

- a. Bins are to be of a nominal 55L, 120L, 140L, or 240L capacity. Other than elsewhere provided, two 55 litre bins per property, or one MGB per property shall be collected once each week. For multiple dwellings, the collection shall be based on 120 litre bin equivalents (or 80 litre bin equivalents where so determined by Council).
- b. A supplementary service, in addition to the normal bin, or paid additional service, shall only be collected where the resident uses a correctly marked bin supplied by Council. Additional unmarked bins shall not be collected.
- c. Where sidearm mechanical bin lifters are used, support crew members shall place bins in an appropriate position for pick-up and return the empty bins to their original position.
- d. Waste bins shall be replaced in the position from which they were collected. Bins and other containers shall not be left in the middle of the footpath or driveways. Bin lids are to be placed on top of the empty container.
- e. Waste materials shall be collected from approved collection points in residential flat buildings (where appropriate) or where no approved collection point is provided, from a storage area approved by the Waste Services Operations Coordinator.
- c. Where Council has approved the collection of waste material from within a property, the collection and return of bins and crates shall be as arranged with the particular resident.

4.5 Missed Services

- a. It is understood between the parties that a significant proportion of “missed” service reports result from the residents’ failure to place bins out for collection on time. Notwithstanding this, it is agreed that all reported missed services shall be collected as part of the daily work schedule or alternative satisfactory arrangement made. Where reports are received of missed bin(s), the Coordinator shall contact the appropriate crew and seek their assistance in collecting the bin(s).
- b. If it is found that a resident has requested a pick-up of a “missed” service more than three times in the previous two month period, which is clearly attributable to the bin being put out late, the matter will be brought to the attention of the Coordinator. The Coordinator shall make arrangements for the resident to be advised in writing that a continuation of the practice will lead to the bin not being picked-up.

4.6 Unserviceable Bins

Where a bin is unable to be collected due to the type, volume, weight of the material contained therein or condition of bin, an appropriate notification will be attached to the bin by a team member and the Coordinator immediately advised of the situation.

4.7 Spilt Waste

Any waste that is spilt from the bin in the act of moving the bin to the compactor or in the act of emptying the bin, it must be picked up and placed in the compactor (this includes prior spills). If the prior spill is excessive and recurring or could represent an occupational health and safety risk the Coordinator shall be advised.

4.8 Difficulties Caused by Parked Cars

- a. Where the driver experiences severe difficulty in manoeuvring the vehicle because of other vehicles being parked in the roadway, an appropriate advice is to be left by the Team Leader under the windscreen of the offending vehicle(s). Where offences are observed involving the same vehicle(s) more than three times in any two-month period, the matter is to be brought to the attention of the Coordinator.
- b. If access to a street or laneway is completely blocked, the Team Leader shall notify the Coordinator, who shall take the necessary steps to have access restored and/or the bins emptied

4.9 Crews to Report Dumped Material

Collection crews shall immediately report any material dumped within the Woollahra Municipality to the Supervisor. The Coordinator shall then forward the information to the Compliance Officer for investigation.

4.10 Waste Strategy

- a. Both parties agree that the Waste Industry is evolving and that changes to collection and disposal methods may be necessary.
- b. Waste collection and disposal methods may be the subject of review during the term of the Agreement. The objective of the review will be to reduce the quantity of waste being sent to landfill without increasing the incidence of illegal dumping, and will include education and community information programs to encourage alternative disposal and recycling methods. The resources required to meet the reduced waste targets and the locations at which the material is disposed of may alter at any time in line with advancing technology and new facilities being built. These alterations will be reviewed in consultation with staff, including a review of the number of positions and vehicles necessary to carry out the service.
- c. Resulting adjustment of staff numbers will be subject to a sub-agreement to be negotiated with staff as and when necessary.
- d. Due to the uncertainty of future tipping locations, Management and Staff agree that if it is necessary to tip at a location in excess of 20kms from the Council Waste Depot, for a long term, or permanent period, Staff and Management will negotiate a suitable allowance to compensate drivers for having to travel the extra distance.

4.11 Commercial Waste Service

- a. The collection and removal of commercial garbage and recyclable material shall be carried out from Monday to Sunday and shall include collection on all public holidays unless advised by the Manager Depot & Waste Services. This service is to operate on a full cost recovery basis and does not form any part of the Domestic Waste Levy, Section 496 of the Local Government Act 1993.
- b. Service staff are required to document services carried out on a run sheet to ensure accurate charging of the service. Staff are also required to inspect bins and report repair requirements and undertake minor repairs such as the greasing of wheels and the replacement of hinge pins.
- c. Where vehicles are provided with washing equipment the bins shall be washed as directed on-site. Where on-site washing is not feasible, the bins shall be returned to the yard for cleaning. Bins requiring washing are to be reported to the Team Leader who will coordinate the washing of bins by staff from Waste Services.

4.12 Casual Employees

- a. It is an objective of this Agreement that the engagement of casual employees on a regular basis to provide relief for shortfalls in staffing shall cease. Council reserves the right to engage casual employees for relief in the service in circumstances where regular staff numbers are depleted (including relief collectors) and no suitable alternative arrangements can be made.
- b. The hours of work for casual employees shall generally be those which apply to the collection team except where specifically directed by the Coordinator to work otherwise than in conjunction with a team.
- c. Where permanent vacancies arise, appointment will occur consistent with Council Policy, the provisions of the Award and the Local Government Act 1993.
- d. Casual employees shall be paid at the rate for the position they are relieving in as described by this Agreement and any applicable loading consistent with the relevant provisions of the Award. Casual employees shall not receive the attendance allowance as prescribed in clause 6.2.
- e. Where vacancies arise for extended periods (say more than 2 weeks) through injury, extended leave, seasonal peak workloads etc, management may engage temporary employees for fixed terms to provide relief. Appointment of temporary employees will be carried out in accordance with Award provisions. Temporary employees will be appointed from within Council's existing staff in other sections where suitably skilled staff, with appropriate employment and attendance records, are available. Where such employees are not available, management may make external appointments, in accordance with relevant Award provisions. Temporary appointments will be limited to less than 12 months.
- f. Position(s) which are occupied by temporary employee(s) will be reviewed towards the end of their term to establish whether the need for the position(s) is ongoing and is required to be filled by extending the appointment or making a new appointment.

4.13 Condition of Vehicles

- a. All Drivers are required to clean their vehicles at the completion of each day's work and ensure, on a daily basis, that the vehicle has sufficient fuel to complete the run the following day. If for any reason this is not possible, the Coordinator shall be notified and the vehicle will be refuelled prior to leaving the depot for the following day's work.
- b. Vehicle inspections are to be carried out by the Driver at the start and completion of each day's appointed run and any required documentation completed. Any matters identified by the Driver as requiring attention are to be promptly raised with the Coordinator through the completion of the designated vehicle report form. If the vehicle requires mechanical repair

whilst working and is safe to be driven, the Driver shall deliver the vehicle to the workshop and report the problem to the appropriate mechanical repair staff. Where practicable, the vehicle shall be cleaned and appropriate documentation completed.

- c. The Driver is to check the key board prior to commencing each morning to ensure the vehicle is operational.
- d. The Driver shall ensure that the cabin of each truck is cleaned and dirt and litter are removed on a daily basis at the end of the shift.
- e. Employees shall provide all practical assistance to mechanical staff attending breakdowns in the field. Such assistance includes any necessary work required to make safe or clear the vicinity of the breakdown.
- f. Drivers are responsible to ensure adherence to all road traffic and other regulations pertaining to the operation of the vehicle. Where any breach of these regulations occurs and there is evidence that the Driver is negligent and could have reasonably known of the regulation, the Driver will be responsible for the payment of any fines or penalties imposed.
- g. In the event of an accident or damage to property occurring, the Driver of the vehicle shall report the incident to Council's Plant and Fleet Coordinator and the Waste Operations Coordinator and complete the required accident report forms. These forms shall be passed without delay to the Coordinator. Where a Driver is involved in a motor vehicle accident and fails to report it and/or is proven to be at fault, the Driver may be demoted for a period consistent with Council's disciplinary procedures and shall be required to undergo a driving assessment to establish whether he/she is competent to continue in that role. A qualified driver assessor-trainer shall undertake the driving assessment. A Driver who fails the driving assessment shall receive remedial training from Council as a priority.
- h. Waste collection vehicles shall not be driven on the grass verge, or on footpaths, during the collection process.

4.14 Training and Development

- a. All employees will be provided with access to training appropriate to their position and necessary to the Waste Management Service. Training will include but not be limited to driver training, manual handling, crane operation and compactor operation. Training will be conducted within predetermined time frames. Promotion will be based on merit and a vacant position being available.
- b. Each crew member shall receive necessary and appropriate training in, become familiar with, and observe all relevant Council policies, regulations, codes and procedures in force from time to time. A copy of the relevant documents will be permanently available in the Coordinator's office.

- c. Training undertaken after the daily collection and before the completion of 7.6 hours will not attract any additional payment.
- d. Every employee required to drive a waste removal vehicle will be required to hold a current New South Wales Heavy Rigid Vehicle (HR) Driver's Licence and such other licence as may be required under relevant legislation.
- e. Where an employee is required to attend a training program(s) in lieu of normal collection duties, and during standard working hours, the rate of pay for the position held by the employee shall apply including daily attendance allowance.
- f. Overtime shall be paid only when training programs extend beyond 7.6 hours/day.

4.15 Occupational Health and Safety

- a. All employees covered by this Agreement shall, where appropriate, shall be provided with the following:
 - i. 2 pairs of joggers or safety boots or shoes,
 - ii. 3 pairs Council provided shorts and 2 pairs of track pants,
 - iii. 2 Council safety T-shirts,
 - iv. 1 Sloppy Joe, or equivalent,
 - v. Safety jackets or vests,
 - vi. Hat and sunscreen, and
 - vii. Wet weather clothing.
- b. It is a condition of employment that all specifically designed safety clothing shall be worn at all times during the collection process, as appropriate to the conditions. Failure to do so will be regarded as a breach of Council's Occupational Health and Safety Guidelines.
- c. All requests for replacement of clothing shall be accompanied by the relevant article to be replaced. Disputes, which occur in relation to the provision of clothing, shall be referred to the Manager Depot & Waste Services, for resolution.
- d. Council shall provide a safe place of work and provide and require safe work practices in accordance with the provisions of the Occupational Health and Safety Act.
- e. Council has a responsibility to provide waste collection staff with appropriate, timely and adequate training and resources in relation to providing a safe and healthy work environment.

4.16 Working Below Established Crew

- a. The parties to this Agreement are committed to improving the effectiveness of the service. Consistent with these principles, Management and staff have agreed to the minimum staff numbers required to carry out each day's collection zone, as shown in **Schedule 3 of this Agreement**. Where staff numbers fall below the agreed minimum numbers for that day, Management and staff have agreed on the order of options, as shown in **Schedule 3 of this Agreement**, available to Team Leaders at the beginning of each day to ensure that the work is completed efficiently and effectively. Where these options result in truck/s working below the established crew numbers, each staff member working on the truck/s will be paid the Working Below Established Crew Allowance, as shown in **Table E of this Agreement**
- b. The Operations Coordinator Waste Services and the Manager Depot & Waste Services reserve the right to seek alternative means of addressing absences.
- c. The back up of the service by staff, when agreed to by management, shall result in a payment as set out in Table E to each member of the Service Crew who work on the day.
- d. The payment in Table E is not a higher duties allowance.

4.17 Continuous Improvement

- a. Employees of the Waste Management Service are committed to the principles of continuous improvement. Improvement in the service will be achieved by:
 - i. developing and maintaining a positive attitude to the work,
 - ii. accepting change,
 - iii. making suggestions to achieve improvement,
 - iv. identifying and solving problems at source rather than allowing them to escalate,
 - v. taking full advantage of training and development opportunities,
 - vi. being alert to experiences that may give rise to constructive change, and
 - vii. seeking resolution of problems by negotiation.

4.18 Job Redesign and Work Enhancement

Employees and management agree to the principles of job redesign and work enhancement which concentrate on broadening the range of skills each employee uses and employees developing their personal abilities.

4.19 Customer Importance

Employees and management recognise the importance of both internal and external customers in improving the effectiveness of the Waste Management Service.

4.20 Teamwork

Employees and management support the principle of improving the effectiveness of the service by working in teams. Through training, Team Leaders and their teams will have greater opportunity to expand their area of responsibility and their effectiveness

4.21 Performance Measures

- a. The parties to this Agreement have established the following list of performance measures against which the achievement of Waste services objectives shall be measured.
- b. The areas in which performance shall be measured are:
 - i. Operation against the budget determined by Council.
 - ii. The amount of waste sent to landfill and recycled
 - iii. Corporate and community feedback in respect to the service provided.
 - iv. The response time to action requests.
 - v. Completion of scheduled work.
 - vi. Compliance with work practices and any other risk management policies and procedures in place.
 - vii. The number of substantiated complaints lodged in respect to the service provided.
 - viii. The level of uncertified absenteeism of members of team.
 - ix. The trial and introduction of new collection methods.

5. Skills and Training

- a. Employees shall be paid in accordance with the salary range detailed in **Schedule 2, Table A** of this Agreement which recognises and rewards the achievement and part- achievement of certificate qualifications.
- b. The Grade into which an employee is placed shall be based on a consistent process of recognition of prior learning. This recognition shall be assessed

against course competencies as developed by the Department of Education and Training, or other recognised training organisation (RTO).

- c. Further progression beyond the initial placement shall be through the annual salary / skills assessment system. The annual salary skills system recognises the employees' acquisition and use of skills on the job.
- d. All Waste Services employees covered by this Agreement who apply for First Aid training through the Council's training calendar shall be eligible to participate in this training. However there shall be a limited number of employees (as agreed with the Manager) who receive payment for designated first aid duties.
- e. In accordance with Council's Training and Employment Development Policy employees covered by this Agreement shall be encouraged to undertake courses relevant to their position which lead to progression through the grades of the salary system. Where practicable, Council shall facilitate the required training.

6. Rates of Pay and Productivity

6.1 Pay Rates and Increases

- a. Employees' rates of pay are calculated in accordance with Schedule 1, Table A.
- b. The rates of pay are set out (and reviewed as required) in accordance with the Council's Skills Assessment System.
- c. The rates of pay, detailed in this Agreement, shall be varied consistent with salary movements through Council's salary system and any increases in the Local Government (State) Award 2007 or its successor
- d. The Disability Allowance shall be paid in accordance with Schedule 1 Table B. The rates of pay detailed in this Agreement shall be varied consistent with salary movements through Council's salary system and any increases in the Local Government (State) Award 2007 or its successor
- e. The Attendance Allowance shall be paid as set out in Clause 6.2
- f. The Enterprise Agreement allowance shall be regarded as a rate of pay for the purposes of annual and long service leave calculations, termination, or redundancy payments.
- g. The Working Below Establishment allowance shall not be regarded as a rate of pay for the purposes of annual or long service leave calculations, termination, or redundancy payments
- h. An allowance of \$50 shall be paid to those employees who carry out the second green waste collection on each Monday, if required.

6.2 Attendance Allowance

- a. At the end of each six week period of the Agreement, an attendance allowance as set out in Schedule 1 Table D shall be paid:
 - i. per day attended and worked, or
 - ii. per day of annual leave or long service leave for a period of not less than 5 days (or 4 days in a week including a public holiday), where leave has been approved in writing in advance by the Coordinator or Manager.
- b. The attendance allowance will not be paid for any other form of leave such as sick leave, carers leave, workers compensation, leave without pay or other paid leave as provided by the Award (with the exception of annual leave).
- c. The attendance allowance will not be paid for any annual leave or long service leave where the period of leave is less than 5 days (or less than 4 days in a week including a public holiday).
- d. No attendance allowance will be payable for any six week period where the number of days absent from work is greater than two.
- e. However, for one six week period only in each year of the Agreement, where actual absences are greater than two days, the employee will be eligible to receive payments in accordance with the following chart. These payments are based on the amount of sick leave taken by the employee in the preceding 12 month period.

No. of sick leave days taken during the preceding twelve month period	Percentage of Attendance Allowance payable
Greater than 0 but not exceeding 4	75%
Greater than 4 but not exceeding 8	50%
Greater than 8 but not exceeding 12	25%
Greater than 12	0

- f. The attendance allowance shall be paid in arrears in the second week of the following six-week period.
- g. This allowance shall be adjusted in accordance with the Award.
- h. The attendance allowance is not payable for work undertaken on Saturday, Sunday or public holidays, or for work carried out at overtime rates.
- i. The attendance allowance will not be paid to casual employees.
- j. The attendance allowance shall not be included in any calculation of termination or redundancy payments.
- k. The attendance allowance will be paid to temporary relief staff.

7. Hours of Work

7.1 Ordinary Hours

- a. Except as otherwise provided in an offer of employment, under this Agreement, Employees are required to work an average of 76 hours per fortnight (provided that Employees have at least four days off) and reasonable additional hours. Any reasonable additional hours worked will be paid at Employees' overtime rates.
- b. The actual hours worked by each Employee in a Team shall be established by agreements between the Manager or his/her nominee and the Team Leader. The actual hours will vary depending upon issues, such as but not limited to seasonal requirements, special events, water restrictions.
- c. Vehicles will leave Council's O'Dea Avenue Depot no earlier than 5:00am.
- d. Completion of the days designated collection zone will constitute the daily agreed average DARG, job and finish, in strict compliance with Road Traffic and Occupational Health and Safety requirements for Team Leaders, Drivers, Relief Drivers and Collectors in residential waste collection, shall be considered to satisfy the standard working day.
- e. The ordinary hours for Team Leaders, Drivers, Relief Drivers and Collectors involved in the collection of domestic and green waste shall be based on the completion of the designated zone. The Waste Operations Coordinator will be contacted by the Team Leader before the team departs the collection zone.
- f. The work for the day, for the commercial waste crew, shall be finished on the completion of the designated run and associated paper work.
- g. Overtime will be paid when, for reasons beyond the reasonable control of the collection crew, the hours of work required to complete the DARG for the residential service and the list of duties for the commercial service, exceed 7 hours and 36 minutes on any day.
- h. The Waste Support Officer and a suitable officer shall be available to be used as a Relief Collector at the discretion of the Coordinator. When needed to carry out this function, the work shall be done as part of their 7.6 hour day and will not constitute the daily agreed average DARG, unless otherwise agreed to by the Waste Operations Coordinator.

7.2 Additional Hours

- a. Employees may not refuse to work any reasonable additional hours. In determining if additional hours are reasonable, all relevant factors will be taken into account, including:
 - i. any risk to Employees' health or safety;

- ii. Employees' personal circumstances and family responsibilities;
 - iii. the needs of the workplace;
 - iv. the notice given by the Council of the additional hours, and by Employees of their intention to refuse it;
 - v. whether any of the additional hours are on a public holiday; and
 - vi. Employees' hours of work over the four weeks immediately before they were required or requested to work the additional hours.
- b. Unless Employees advise the Manager or relevant Coordinator that they feel any additional hours or shifts are unreasonable, upon being given notice within a reasonable time frame of the additional hours; then the additional hours are deemed to have been accepted by them as reasonable, and they are deemed to have volunteered to work the hours and receive payment at their overtime rate.

7.3 Shift Work

- a. Except as otherwise provided ordinary hours worked outside the span of 5 am to 6pm Monday to Friday shall attract 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the span of hours specified.
- b. Shift penalties shall be paid for ordinary work performed between Monday and Friday and shall not be paid on weekends.

7.4 Overtime

- a. All overtime must be approved prior to it being worked.
- b. Except where otherwise agreed, all time worked by direction before or after ordinary hours shall be paid at the rate of time and a half for the first two hours and double time thereafter.
- c. Overtime worked on Saturday shall be paid at time and a half for the first two hours and double time thereafter. Any overtime worked after 12 noon on Saturday shall be paid at double time.
- d. Overtime worked on Sunday shall be paid for at double time.
- e. Overtime should be claimed within 10 days of being worked.
- f. Where there is prior agreement between the Council and the employee, an employee may elect time in lieu rather than being paid overtime rates.
- g. All time in lieu is graded equivalent for the actual hours worked.

7.5 Meal Breaks

- a. Employees shall have an unpaid meal break of at least 30 minutes within the first five hours of continuous work.
- b. In unforeseen circumstances the meal break may be delayed and shall be taken as soon as practicable, subject to the observance of appropriate occupational health and safety standards.
- c. In accordance with new "Driver Fatigue Laws", drivers who work continuously for a period longer than 5 hours 30 minutes shall take a minimum 15 minute break

8. Delegate's Rights

- a. Union delegates shall have the rights detailed below. These rights shall be exercised in a manner consistent with Council's Code of Conduct Union Delegates.
 - i. The right to be treated fairly and to perform their role as union delegate without any discrimination in their employment;
 - ii. The right to formal recognition by the employer that endorsed union delegates speak on behalf of union members in the workplace;
 - iii. The right to bargain collectively on behalf of those they represent;
 - iv. The right to consultation, and access to reasonable information about the workplace and the business;
 - v. The right to paid time to represent the interests of members to the employer and industrial tribunals;
 - vi. The right to reasonable paid time during normal working hours to consult with union members;
 - vii. The right to reasonable paid time off to participate in the operation of the union;
 - viii. The right to reasonable paid time off to attend accredited union education;
 - ix. The right to address new employees about the benefits of union membership at the time that they enter employment;
 - x. The right to reasonable access to telephone, facsimile, photocopying, internet and e-mail facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union;
 - xi. The right to place union information on a notice board in a prominent location in the workplace;

xii. The right to take reasonable leave to work with the union.

- b. These rights are basic and fair. Union delegates are entitled to know their role is recognised and respected.

9. LG Award Terms and Conditions

For the purposes of this Agreement, the following terms and conditions of employment shall be in accordance with the terms and conditions set out in the Local Government (State) Award 2007, or otherwise covered by Councils Policies & Procedures

9.1 Redundancies

9.2 Annual Holidays

9.3 Long Service Leave

9.4 Transferred Leave

9.5 Personal and Carer's Leave

9.6 Parental Leave

9.7 Paid Maternity Leave

9.8 Adoption Leave

9.9 Compassionate Leave

9.10 Termination of Employment

9.11 Grievance and Dispute Procedures

9.12 Public Holidays

9.13 Code of Conduct

Schedule 1

Table A

Position	Salary Grade ¹ A	Disability Allowance ² B	EBA Allowance ³ C	Attendance Allowance D	Total Per week ⁴
Team Leader	16-24	YES	YES	YES	A+B+C+D
Relief Driver	12	YES	YES	YES	A+B+C+D
Collector	9	YES	YES	YES	A+B+C+D
Relief Collector	9	YES	YES	YES	A+B+C+D
Relief Collector/Support Officer	16-21	YES	YES	YES	A+B+C+D
Compliance Officer	14-25	YES	YES	NO	A+B+C

Notes on Table:

1. The grade range for each position is in accordance with Woollahra Council's salary system and the salary structure set out in Table A of Schedule 1.
2. The Disability Allowance (Table B of Schedule 1) will be paid consistent with the relevant provision of the Award.
3. The EBA Allowance (Table C of Schedule 1) retains the provisions as set out in previous Agreements, plus includes provisions for arrangements contained in the 2009-2012 Agreement.
4. The total per week, exclusive of any overtime payment or attendance allowance or working below establishment allowance, will be the remuneration for the calculation of termination and redundancy entitlements.

Table B – Disability Allowance

Weekly Rate	\$32.75
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Table C – EBA Allowance

Position	Weekly Rate
Relief Collector	\$152.93
Collector	\$152.93
Relief Driver	\$173.33
Team Leader	\$193.77
Waste Compliance Officer	\$193.78
Relief Collector/Support Officer	\$193.78

Table D – Attendance Allowance

Position	Daily Rate
Relief Collector	\$33.00
Collector	\$33.00
Relief Driver	\$33.00
Team Leader	\$33.00
Waste Compliance Officer	\$0.00
Relief Collector/Support Officer	\$33.00

Table E – Working Below Established Crew Allowance

Position	Daily Rate
Relief Collector	\$55.00
Collector	\$55.00
Relief Driver	\$55.00
Team Leader	\$55.00
Waste Compliance Officer	\$0.00
Relief Collector/Support Officer	\$55.00

Schedule 2*Table A*

Position	Salary Grade	Weekly Rate
Relief Collector	9	\$748.76
Collector	9	\$748.76
Relief Driver	12	\$793.59
Team Leader	16 – 24	\$858.45 – \$1,004.15
Waste Compliance Officer	14 – 25	\$825.51 – \$1,024.08
Relief Collector/Support Officer	16 – 21	\$858.45 – \$946.42

Schedule 3

TRUCK AND CREW ROSTER – MONDAY

TRUCK	TYPE OF WASTE COLLECTED	TOTAL CREW
604	Domestic	3
609	Domestic	3
610	Domestic	3
613	Domestic	3
666	Domestic	2
990	Domestic	2
252 Mini-Tipper	Domestic/Green	2
603	Green	2
985	Green	2
612	Trade	2
614	Trade	2
Total: 10 trucks and 1 mini-tipper with 26 crew		

OPTION 1

If staff levels fall below 26 the Suitable Officer and then the Relief Collector/Support Officer will provide relief as loaders.

OPTION 2

If staff levels fall below 24 one of two options can be considered:

2.1 Offer overtime and take 603 off the road. If two staff (a driver and a loader) are prepared to work overtime at the completion of the runs they are on they will return to the Depot and take 603 out and do its run.

2.2 If there are no takers for overtime then 1 loader comes off 2 domestic trucks and they work short. This would be done on a rotational basis so as not to disadvantage the same truck crew.

TRUCK AND CREW ROSTER – TUESDAY

TRUCK	TYPE OF WASTE COLLECTED	TOTAL CREW
604	Domestic	3
609	Domestic	3
610	Domestic	3
613	Domestic	3
666	Domestic	2
985 #	Domestic/Green	2
602	Green	2
603	Green	2
985 #	Green/Domestic	2
611 (Additional green truck Dec–April)	Green	2
612	Trade	2
614	Trade	2
Total: 10 trucks with 24 crew (Dec–April 11 trucks with 26 Crew)		

OPTION 1

If staff levels fall below 26 Dec–Apr the suitable Officer and then the Relief Collector/Support Officer will provide relief as loaders.

OPTION 2

If staff levels fall below 24 one of three options can be considered:

2.1 Offer overtime and take 603 off the road. If two staff (a driver and a loader) are prepared to work overtime at the completion of the runs they are on they will return to the Depot and take 603 out and do its run.

2.2 If there are no takers for overtime then 1 loader comes off 2 domestic trucks and they work short. This would be done on a rotational basis so as not to disadvantage the same truck crew.

TRUCK AND CREW ROSTER – WEDNESDAY

TRUCK	TYPE OF WASTE COLLECTED	TOTAL CREW
604	Domestic	3
609	Domestic	3
610	Domestic	3
613	Domestic	3
666	Domestic	2
602	Green	2
603	Green	2
985	Green	2
612	Trade	2
614	Trade	2
Total: 10 trucks with 24 crew		

OPTIONS

There should be no issues with Wednesdays. There will be no suitable Officer or Relief Collector/Support Officer for relief. If staff levels fall below 24, 1 loader comes off 2 domestic trucks and they work short.

TRUCK AND CREW ROSTER – THURSDAY

TRUCK	TYPE OF WASTE COLLECTED	TOTAL CREW
604	Domestic	3
609	Domestic	3
610	Domestic	3
611	Domestic	3
613	Domestic	3
602	Green	2
603	Green	2
666	Green	2
612	Trade	2
614	Trade	2
Total: 10 trucks with 25 crew		

OPTION 1

If staff levels fall below 25 the suitable Officer will provide relief as a loader.

OPTION 2

If staff levels fall below 24 one of two options can be considered:

2.1 Offer overtime and take 603 off the road. If two staff (a driver and a loader) are prepared to work overtime at the completion of the runs they are on they will return to the Depot and take 603 out and do its run.

2.2 If there are no takers for overtime, then 1 loader comes off 2 domestic trucks and they work short. This would be done on a rotational basis so as not to disadvantage the same truck crew.

TRUCK AND CREW ROSTER – FRIDAY

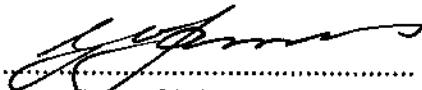
TRUCK	TYPE OF WASTE COLLECTED	TOTAL CREW
604	Domestic	3
609	Domestic	3
610	Domestic	3
613	Domestic	3
666	Domestic	2
602	Green	2
603	Green	2
611	Green	2
612	Trade	2
614	Trade	2
Total: 10 trucks with 24 crew		

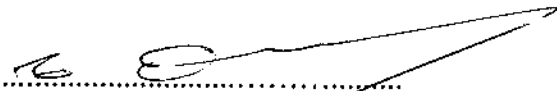
OPTIONS

There should be no issues with Fridays. There will be no suitable Officer or Relief Collector/Support Officer for relief. If staff levels fall below 24, 1 loader comes off 2 domestic trucks and they work short. This would be done on a rotational basis so as not to disadvantage the same truck crew.

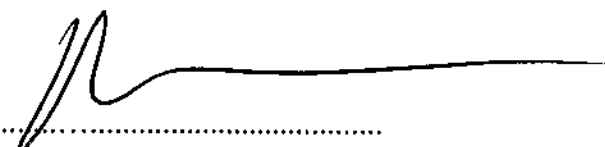
Signed by the parties on this 25 day of NOVEMBER 2009

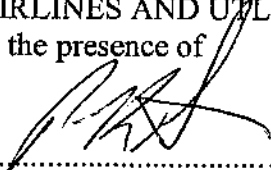
SIGNED on behalf of)
WOOLLAHRA MUNICIPAL COUNCIL)
in the presence of)


.....
General Manager


.....
Witness

SIGNED on behalf of the)
NEW SOUTH WALES LOCAL GOVERNMENT,)
CLERICAL, ADMINISTRATIVE, ENERGY,)
AIRLINES AND UTILITIES UNION)
in the presence of)


.....
General Secretary


.....
Witness