

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/66

TITLE: Woollahra Muncipal Council Waste Service Enterprise Agreement 2004-2207

I.R.C. NO: IRC4/7481

DATE APPROVED/COMMENCEMENT: 25 January 2005 / 25 January 2005

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**NEW AGREEMENT OR
VARIATION:** Replaces EA02/02.

GAZETTAL REFERENCE: 25 March 2005

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all employees employed by Woollahra Municipal Council in its Waste Collection Service, which is a distinct operational unit providing a waste collection service to the residents of Woollahra Municipality, who fall within the coverage of the Local Government (State) Award 2001.

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

WOOLLAHRA MUNICIPAL COUNCIL WASTE SERVICE ENTERPRISE AGREEMENT 2004-2007

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1. Title and Intention of the Parties

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 Service Enterprise Agreement 2004-2007 and shall provide the basis for determining the wages and general conditions of employment for staff employed in the Waste Collection Service by Woollahra Municipal Council.

2. the Parties

The Parties to this Agreement are Woollahra Municipal Council and the United Services Union.

3. Duress

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

4. Commencement and Duration

The Agreement shall come into operation from the date of the Commission's approval and shall remain in force for a period of three (3) years.

5. Definitions

Award: Shall mean the Local Government (State) Award 2004 and any Award which succeeds this Award.

Council: Shall mean the 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.

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

Supervision:	Supervisor	1
	Compliance	1
	Total	2

Domestic and Green Waste Service:	Team Leader	3
	Driver	5
	Relief Driver	5
	Collector	7
	Support	1
	Relief Collector	5
	Total	26

Trade Waste Service:	Team Leader	1
	Driver	1
	Relief Driver	1
	Collector	1
	Total	4

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.

Industrial Agreement: Shall mean Industrial Agreement No. 7283 registered pursuant to Section 11 of the now repealed *Industrial Arbitration Act 1940*.

Union: Shall mean the United Services Union.

Rates of Pay and Allowances: The rates of pay and allowances to be provided to employees are as set out in the EBA. The Attendance Allowance shall be paid as set out in Clause 9.2. The Disability Allowance shall be paid in accordance with the Award. The Enterprise Agreement allowance shall be regarded as a rate of pay for the purposes of annual and long service leave calculations, and termination or redundancy payments. The Working Below Establishment allowance shall not be regarded as a rate of pay for the purposes of annual or long service leave calculations, or termination or redundancy payments.

Waste Service: Residential waste service shall generally include domestic waste, and 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, paper/cardboard recycling and other contracted waste collection services. These services are funded by full cost recovery and must be commercially viable.

6. Relationship With the Award and the Industrial Agreement

- 6.1 This Agreement shall be read and interpreted wholly in conjunction with the Award and the Industrial Agreement.
- 6.2 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.
- 6.3 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.
- 6.4 Where this Agreement is silent, the Award and the Industrial Agreement shall prevail.

7. Anti-Discrimination

- 7.1 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 but is not limited to discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age, and responsibility as a carer.
- 7.2 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 will 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.
- 7.3 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.
- 7.4 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 exempted under section 56(d) of the *Anti-Discrimination Act* 1977;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 7.5 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.

NOTES

- (a) Employers and employees may also be subject to Commonwealth Anti-Discrimination Legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act* 1977 provides:

"Nothing in the Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

8. Commitment to the Delivery of an Effective Service

The matters detailed below reflect the commitment staff and management have achieved in reaching this Agreement as the basis for an effective and efficient Council service:

A reduction of the number of full-time employees employed to provide the service from 33 to 32

Cessation of the use of casual labour to provide day to day relief staffing

Additional relief positions included in the 32 positions, in lieu of casual relief

A commitment to reducing the levels of daily absenteeism

Annual leave to be spread throughout the year where possible subject to negotiation between individual staff and management

Transfer of Clean Up collection and associated plant from the Waste Section to another section of the Works and Services Department

A decrease in the proportion of collected material going to landfill and an increase in the proportion of material recycled

Drivers to tip their own trucks at transfer station as part of the daily duties of the position

Continuing introduction of new loading technology for waste compactors

Staff to work in a consultative manner with management to improve waste reduction outcomes particularly with respect to green waste

Employees will work diligently, effectively and in a flexible manner to maintain and enhance the excellent service currently provided to the residents, businesses of and visitors to the Woollahra Municipality.

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.

Management and staff will work together to ensure plant and equipment breakdowns, damage and failures are minimised, and are promptly addressed if they do occur.

Management and staff will work together in a team environment to ensure an effective communication is maintained and that further opportunities to improve and enhance the service are identified and introduced to assist in the ongoing security of Council employment in the long term.

9. Rates of Pay

9.1 The rates of pay which apply to employees within the Waste Service shall be calculated in accordance with the composition of the pay elements detailed in the table below and shall be operative at the commencement of this Agreement. The rates are inclusive of the Disability Allowance as prescribed by the Award (which shall be paid consistent with the Award), the Enterprise Bargaining Agreement Allowance and other allowances unless this Agreement specifically provides otherwise. Increases that are made to Award rates of pay and allowances shall flow into this Agreement and shall be the same quantum and shall be operative from the same date as applies in the Award. Waste staff shall also be entitled to Salary System increases consistent with the progressional rules of Council's Salary System.

Position	Salary GRADE1 A	Disability ALLOWANCE2 B	Eba ALLOWANCE3 C	Total PER WEEK4
Supervisor	25 - 32	NO	YES	A + C
Team Leader	16	YES	YES	A+B+C
Driver	14	YES	YES	A+B+C
Relief Driver	12	YES	YES	A+B+C
Collector	9	YES	YES	A+B+C
Relief Collector	9	YES	YES	A+B+C
Support Officer	16	YES	YES	A+B+C
Compliance	14-25	YES	YES	A+B+C

Officer				
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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 the 2001-2004 Agreement, plus includes provisions for arrangements contained in the 2004-2007 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 leave and superannuation entitlements.

9.2 Attendance Allowance

At the end of each six week period of the Agreement, an attendance allowance (Table D Schedule 1) shall be paid, calculated, at the rate shown in Table D, per day attended and worked or per day of annual leave or long service leave taken where this leave has been approved in writing in advance by the Coordinator or Manager and is for a period of not less than 5 days (or 4 days in a week including a public holiday).

No attendance allowance will be payable for any six week period where the number of days absent from work is greater than two .

However, for one six week period only in each year of the Agreement, where actual absences are greater than two days and where an employee's attendance past record is otherwise less than two days in every six weeks, the Manager will have discretion to approve payment of 50% of the full Attendance Allowance for the six week period.

The attendance allowance shall be paid in arrears in the second week of the following six-week period.

This allowance shall be adjusted in accordance with the Award.

The attendance allowance will not be paid for any other form of leave such as sick leave, carers leave, other paid leave as provided by the Award, leave without pay or workers compensation leave. 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).

The attendance allowance is not payable for work undertaken on Saturday or Sunday or work carried out at overtime rates.

The attendance allowance will not be paid to casual employees.

The attendance allowance will be paid to temporary relief staff.

10. Hours of Work

- 10.1 The ordinary hours of work for Collectors/Relief Drivers/Drivers/Team Leaders shall be thirty eight (38) per week and shall be worked between Monday and Friday in a manner to ensure the requirements of the position are effectively met, consistent with the agreed job and finish. Vehicles will leave Council's O'Dea Avenue Depot no earlier than 5:00 am.
- 10.2 The ordinary hours of work for the Supervisor, Support Officer and Compliance Officer shall be based on a standard working day of 7 hours and 36 minutes and shall be worked from Monday to Friday.

- 10.3 The ordinary hours of work for relief collectors shall be based on a standard working day of 7 hours and 36 minutes unless individuals are utilised in daily collection runs.
- 10.4 Completion of 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.
- 10.5 The ordinary hours for Team Leaders, Drivers, Relief Drivers and Collectors involved in the collection of commercial waste shall be based on the completion of the designated run sheets. The work for the day, for the commercial waste crew, shall be finished on the completion of the designated run and associated paper work.
- 10.6 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.

11. Overtime

Except where otherwise provided in this Agreement, time worked at the prior direction of management, in addition to the ordinary hours as specified in Clause 11 of this Agreement, shall be overtime and shall be paid consistent with the overtime provisions of the Award.

12. Collection Schedule

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

Monday - Garbage, Green Waste, Trade and Commercial Paper

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 and Commercial Paper

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

- 12.2 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.
- 12.3 Council reserves the right, consistent with sub-clause 12.2, to redesign any run and assign staff within the Collection Service as deemed necessary following proper consultation with the staff affected.
- 12.4 There shall be no daily departure from the established route unless expressly approved by the Supervisor. There will be no permanent departure from the established route without the express approval of the Manager Works and Services.
- 12.5 All vehicle departure times shall be at the direction of the Supervisor and in accordance with Council's requirements and environmental legislation.

13. Collection Methods

13.1 General

The Team Leader shall be accountable for the conduct of the crew/s during the collection of waste and the operation of the vehicle/s for the service for which he/she is responsible.

- 13.2 In the event of it becoming apparent to the Team Leader that the run cannot be completed within the time prescribed in Sub-Clause 10.1 due to a breakdown or other circumstances beyond the control of the crew, the Team Leader must report the position immediately to the Supervisor who will exercise his judgement in determining the most appropriate course of action consistent with the spirit of this Agreement.
- 13.3 Each member of the crew shall receive appropriate training in (see Clause 15), become familiar with, and observe all requirements relating to Occupational Health and Safety Act and Road Traffic Act and associated regulations, and other relevant legislation/regulations pertaining to the collection service.

13.4 Bin Collection

Bins are to be of a nominal 55L, 120L or 240L capacity. Other than elsewhere provided, one 55 litre bin per property shall be collected twice each week 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).

- 13.4 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.
- 13.5 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.
- 13.6 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. Bin lids are to be placed on top of the empty container.
- 13.7 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 Supervisor and Coordinator Waste Services.
- 13.8 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.

13.9 Missed Services

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 Supervisor shall contact the appropriate crew and seek their assistance in collecting the bin(s).

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 Supervisor. The Supervisor 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.

13.10 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 Supervisor immediately advised of the situation.

13.11 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 Supervisor shall be advised.

13.12 Difficulties Caused by Parked Cars

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 a team member 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 Supervisor.

13.13 Crews to Report Dumped Material

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

13.14 Green Waste

Green waste or vegetation shall be collected Monday to Friday and shall consist of materials consistent with Council's Green Waste Collection requirements. The collection of the material will principally occur from 120 litre and 240 litre MGB's. The collection of Green Waste in the Paddington area will principally consist of 55 litre crates and some MGB's.

The green waste collection will be the subject of review during the term of the Agreement. The objective of the review will be to reduce the quantity of green waste being presented for collection without increasing the incidence of dumping, and will include education and community information programs to encourage alternative disposal and recycling of green waste. The resources required to meet the reduced green waste targets will be reviewed in consultation with staff, including review of the number of positions necessary to carry out the service.

Resulting adjustment of staff numbers will be subject to a sub-agreement to be negotiated with staff as and when necessary.

13.15 Commercial Waste Service

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 Works and 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.

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.

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.

14. Condition of Vehicles

All Team Leaders/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 Supervisor shall be notified and the vehicle will be refuelled prior to leaving the depot for the following day's work.

- 14.1 Vehicle inspections are to be carried out by the Team Leader/Driver at the start and completion of each day's appointed run and any required documentation completed. Any matters identified by the Team Leaders/Drivers as requiring attention are to be promptly raised with the Supervisor through the completion of the designated vehicle report form. If the vehicle requires mechanical repair whilst working and is safe to be driven, the Team Leader/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.

The Team Leader/Driver is to check the key board prior to commencing each morning to ensure the vehicle is operational.
- 14.2 The Team Leader/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.
- 14.3 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.
- 14.4 Team Leaders/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 Team Leader/Driver is negligent and could have reasonably known of the regulation, the Team Leader/Driver will be responsible for the payment of any fines or penalties imposed.
- 14.5 In the event of an accident or damage to property occurring, the Team Leader/Driver of the vehicle shall report the incident to Council's Plant and Fleet Coordinator and the Supervisor and complete the required accident report forms. These forms shall be passed without delay to the Supervisor. Where a Team Leader/Driver is involved in a motor vehicle accident and fails to report it and/or is proven to be at fault, the Team Leader/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 Team Leader/Driver who fails the driving assessment shall receive remedial training from Council as a priority.
- 14.6 Waste collection vehicles shall not be driven on the grass verge, or on footpaths, during the collection process.

15. Training and Development

- 15.1 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.
- 15.2 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 Supervisor's office.
- 15.3 Training undertaken after the daily collection and before the completion of 7.6 hours will not attract any additional payment.
- 15.4 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.
- 15.5 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.
- 15.6 Overtime shall be paid only when training programs extend beyond 7.6 hours/day.

16. Occupational Health and Safety

- 16.1 All employees will carry out their duties in accordance with the safe work practices established from time to time by the Council. If employees become aware of unsafe work practices or other Occupational Health & Safety issues, they must report them to the Supervisor and the Occupational Health & Safety Manager as soon as possible. All employees will work to ensure that there is full compliance with the *Occupational Health & Safety Act 2000*.
- 16.2 All employees covered by this Agreement shall, where appropriate, be provided with the following:
- 2 pairs of joggers or safety boots or shoes,
 - 3 pairs Council provided shorts and 2 pairs of track pants,
 - 2 Council safety T-shirts,
 - 1 sloppy Joe or equivalent,
 - safety jackets or vests,
 - hat and sunscreen, and
 - wet-weather clothing.

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.

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 Works and Services for resolution.

- 16.3 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*.
- 16.4 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.

17. Casual Employees

- 17.1 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.
- 17.2 The hours of work for casual employees shall generally be those which apply to the collection team except where specifically directed by the Supervisor to work otherwise than in conjunction with a team.
- 17.3 Where permanent vacancies arise, appointment will occur consistent with Council Policy, the provisions of the Award and the *Local Government Act 1993*.
- 17.4 Casual employees shall be paid the rate of pay as prescribed by this Agreement and a loading consistent with the relevant provisions of the Award. Casual employees shall not receive the attendance allowance as prescribed in subclause 9.2.
- 17.5 Where vacancies arise for extended periods (say more than 3 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.

- 17.6 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.

18. Working Below Established Crew

- 18.1 The parties to this Agreement are committed to improving the effectiveness of the service and backing up the service when staff are absent. Consistent with the principles where staff including relief staff are absent, staff will consult with management to make arrangements to back the service with available staff.
- 18.2 The Coordinator Waste Services and the Manager Works and Services reserve the right to seek alternative means of addressing absences.
- 18.3 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.
- 18.4 The payment in Table E is not a higher duties allowance.

19. Replacement of Staff

- 19.1 When a position is to be filled due to an employee resigning or being terminated, Council shall advertise the position consistent with sub-clause 19.2.
- 19.2 Advertising of the vacant position shall occur as soon as possible after the vacancy has been created and shall occur consistent with Council's requirements as an Equal Employment Opportunity employer. Where three or more appropriately qualified and experienced internal applicants are likely to be available for consideration for placement in the position, the position will be advertised, in the first instance, to existing Council employees. Where this is found not to be the case, the position will be advertised externally.

20. Continuous Improvement

- 20.1 Employees of the Waste Management Service are committed to the principles of continuous improvement. Improvement in the service will be achieved by:
- developing and maintaining a positive attitude to the work,
 - accepting change,
 - making suggestions to achieve improvement,
 - identifying and solving problems at source rather than allowing them to escalate,
 - taking full advantage of training and development opportunities,
 - being alert to experiences that may give rise to constructive change, and
 - seeking resolution of problems by negotiation.
- 20.2 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.

20.3 Customer Importance

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

20.4 Teamwork

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

21. Delegate's Rights

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.

The right to be treated fairly and to perform their role as union delegate without any discrimination in their employment;

The right to formal recognition by the employer that endorsed union delegates speak on behalf of union members in the workplace;

The right to bargain collectively on behalf of those they represent;

The right to consultation and access to reasonable information about the workplace and the business;

The right to paid time to represent the interests of members to the employer and industrial tribunals;

The right to reasonable paid time during normal working hours to consult with union members;

The right to reasonable paid time off to participate in the operation of the union;

The right to reasonable paid time off to attend accredited union education;

The right to address new employees about the benefits of union membership at the time that they enter employment;

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;

The right to place union information on a notice board in a prominent location in the workplace;

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

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

22. Grievance and Dispute Procedures

22.1 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.

22.2 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.

22.3 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 working days of notification.
- (c) If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department 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. The response shall include the reasons for not implementing any proposed remedy.
- (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.

22.4 The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.

22.5 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.

23. 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 and other working conditions have been agreed for the next three years and that there will be no further industrial or other claims made by them, except as set out in this Agreement.

24. Review of the Agreement

At the conclusion of twelve months of operation of the Agreement the Waste Management Service shall be reviewed by staff representatives and management to ensure that the Agreement supports the effective operation of the service and rewards staff appropriately for the service standards achieved during its life.

25. Renegotiation of the Agreement

The parties to this Agreement shall meet to renegotiate the provisions contained herein six months prior to the date of its cessation. Should there be no agreement, Council will provide three months notice to the Union and shall terminate the Agreement. Should the Agreement be terminated, the Award conditions shall apply.

SCHEDULE 1

(based on Award rates at 1 November 2004)

Table A - Base Rate of Pay

Position	Salary Grade	Weekly Rate
Collector	9	\$639.10
Support	16	\$732.70
Relief/Driver	12	\$677.20
Driver	14	\$704.50
Team Leader	16	\$732.70
Waste Compliance	From 14 to 25	From \$704.50 to \$874.00
Supervisor	From 25 to 32	From \$874.00 to \$1002.60

Table B - Disability Allowance

Weekly Rate	\$27.90
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Table C - EBA Allowance

Position	Weekly Rate
Relief Collector	\$125.88
Collector	\$125.88
Support	\$161.86
Relief/Driver	\$143.87
Driver	\$161.86
Team Leader	\$161.86
Waste Compliance	\$161.86
Supervisor	\$202.23

Table D - Attendance Allowance

Position	Daily Rate
Relief Collector	\$30
Collector	\$30
Support	\$30
Relief/Driver	\$30
Driver	\$30
Team Leader	\$30
Waste Compliance	Nil
Supervisor	Nil

Table E - Working Below Establishment Allowance

Position	Daily Rate
Relief Collector	\$50
Collector	\$50
Relief/Driver	\$50
Driver	\$50
Team Leader	\$50

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