

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA10/6

**TITLE:** Waverley Council Public Place Cleansing Enterprise Agreement 2009

**I.R.C. NO:** IRC9/2022

**DATE APPROVED/COMMENCEMENT:** 18 December 2009 / 18 December 2009

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** Published 26 February 2010

**DATE TERMINATED:**

**NUMBER OF PAGES:** 22

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to employees employed as Team Leaders, labourers, Drivers, Large Mechanical Sweeper Driver, Small Mechanical Sweeper Driver employed by Waverley Council located at Cnr. Paul Street and Bondi Rd, Bondi Junction NSW 2022, who fall within the coverage of the Local Government (State) Award 2007.

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

**Waverley Council**

**PUBLIC PLACE CLEANSING  
Enterprise Agreement 2009**

**Related to Local Government (State) Award 2007**

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# 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* (NSW), and shall be known as the "Waverley Council Public Place Cleansing Agreement 2009" and shall provide the basis for determining the salaries and certain specified conditions of employment for staff employed in the Street Cleaning area of the of Waverley Council.
- b) This Agreement must be read in conjunction with the *Local Government (State) Award 2007* or its successor and the Waverley Council Enterprise Agreement 2005 or its successor and in the event of conflict, this Agreement prevails.

## 1.2 The Parties

The Parties to this Agreement are Waverley 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 Local Government (State) Award 2007 with 3 months notice.

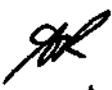
## 1.5 Definitions

In this Agreement, unless the contrary intention appears:

Agreement shall mean the Waverley Council Public Place Cleansing Enterprise Agreement 2009.

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

Council shall mean Waverley Council.

  
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Employee shall mean those staff covered by this Agreement as identified at clause 2.

6x Team Leaders shall mean those staff undertaking tasks in accordance with the position description associated with this position.

19x Labourers shall mean those staff undertaking tasks in accordance with the position description associated with this position.

7x Drivers shall mean those staff undertaking tasks in accordance with the position description associated with this position.

1x Small Mechanical Sweeper Driver shall mean those staff undertaking tasks in accordance with the position description associated with this position.

1x Large Mechanical Sweeper Driver shall mean those staff undertaking tasks in accordance with the position description associated with this position.

#### **1.6 Relationship with the Award**

This Agreement must be read in conjunction with the Award and the Waverley Council Enterprise Agreement 2005 or its successor and in the event of conflict, this Agreement prevails.

This Agreement shall not affect the payment of future Award based increases (with the exception of the shift penalty) and there shall be no absorption of such increases for the purposes of this Agreement.

In the event of any inconsistency between the Award, applicable Industrial Agreement and this Agreement, this Agreement shall prevail to the extent of the inconsistency.

Where this Agreement is silent, the Award and applicable Industrial Agreements 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* (NSW) 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

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operation, has a direct or indirect discriminatory effect.

- c) Under the *Anti-Discrimination Act 1977 (NSW)*, 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 (NSW)*;
  - iv. A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction; and
- 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.

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 Award.

## **2 Employees covered by this Agreement**

The Council's Street Cleaning section employees covered by this Agreement are as follows:

- Team Leaders
- Labourers
- Drivers
- Large Mechanical Sweeper Driver
- Small Mechanical Sweeper Driver

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

The Council's Public Place Cleansing section employees who are not covered by this Agreement are as follows:

- Graffiti Team
- Nature Strip Mowing Teams
- Public Place Cleansing Supervisor

### **3 Basis of employment**

- 3.1 Each Employee is employed to perform the duties outlined in the position description attached to his/her Offer of Employment. The commencement salary level will also be set out in that letter.
- 3.2 The basis of each Employee's employment is detailed in the Offer of Employment and Council's general terms and conditions of employment. Any changes in salary levels, promotions, transfers or other alterations to the employment arrangement will be confirmed in writing.
- 3.3 Council shall notify Public Place Cleansing Employees who may be affected by proposed changes and their Union, in accordance with clause 34 of the Award, 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 Objectives**

- 4.1 The following objectives are to be achieved in providing the Public Place Cleansing service in the manner detailed in this Agreement:-
- a) High standards of cleanliness of streets and public thoroughfares;
  - b) Minimising of litter in streets from entering the drainage system;
  - c) Minimising the potential adverse environmental impacts of cleaning activities on the waterways of the Local Government Area and adjacent municipalities and on Sydney Harbour and the Pacific Ocean;
  - d) Providing for the periodic removal of weeds from gutters, pedestrian lanes and roadways, particularly around median strips, traffic islands, roundabouts etc; and
  - e) The removal of dumped rubbish in accordance with the Waverley Council Dumped Rubbish Policy.

### **5 Commitment to the Delivery of an Effective Service**

- 5.1 The parties to this Agreement are committed to maintaining and continually improving the quality and effectiveness of the service provided by the Public Place Cleansing Section to Council.

  
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**5.2 Specific changes implemented as a consequence of this Agreement are as follows:-**

- a) The establishment of work teams that enhance the service of the section and increase the utilisation of plant involved in street cleaning;
- b) Rescinding all hours of work requirements from the 1990 Street Cleaning Service – Task System;
- c) The payment of an Enterprise Agreement allowance for all hours worked detailed in Schedule One TABLE C;
- d) Team leaders and teams shall take responsibility for all cleaning within their allocated geographical area;
- e) The number of full-time employees employed in this Public Place Cleansing section to be maintained at 34;
- f) The flexibility of staff to work on other shifts within Public Place Cleansing to cover staff absences greater than 1 week by agreement with no compulsion to agree;
- g) The current Saturday, Sunday and Public Holiday hours for street cleaning to remain the same as a minimum. The overtime will be allocated in accordance with Schedule Four with no compulsion for the employee to agree.
- h) The taping, reporting and collection of dumped rubbish in accordance with Waverley Council's Dumped Rubbish Policy;
- i) The rapid removal of billposters on poles and recording of statistical information in accordance with Waverley Council's Bill Poster Removal protocol;
- j) The identification and reporting of graffiti to the Public Place Cleansing Supervisor;
- k) Controlling and removing weeds in all road reserves, traffic islands, walkways and pedestrian access lanes;
- l) Undertaking cyclic inspections and cleaning of all walkways and laneways to meet agreed standards;
- m) Working in a flexible manner to ensure that morning tea work breaks are taken at logical times in terms of the flow of work and that no additional compensation will be sought when this flexibility requires breaks to be taken at times other than those at which they are normally taken;
- n) Improving the level of accountability taken by the team for the full range of work activities with comprehensive daily records and for appropriate documentation of these duties.

- o) Operating in a flexible manner and applying safe systems of work to ensure Council gains effective value from any change in work arrangements;
  - p) Working as part of a team to ensure that if urgent work comes through then the whole group assists; and
  - q) Retaining the 5 hour Summer Litter bin shift on Mondays, Tuesdays and every second Wednesday in accordance with Schedule 4.
- 5.3 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 Waverley Local Government Area.
- 5.4 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.
- 5.5 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.
- 5.6 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 employment with Council in the long term in accordance with the Award.

## **6 Mechanical Suction Machines**

- 6.1 An objective of this agreement is to improve the utilisation of mechanical sweeping machines to maintain a high standard of street cleanliness. To achieve this goal, Council agrees to increase the utilisation of mechanical sweepers by undertaking where operationally viable, at least two working shifts for the large mechanical sweeper per day.
- 6.2 The mechanical sweeping machines are the most efficient and effective means of collecting debris from ground level. The operators of these machines are required to:-
- a) Work as part of the Public Place Cleansing teams throughout their daily shift;
  - b) Provide support to other sections of Council which require mechanical sweeping prior to and after the Public Place Cleansing teams commence and finish;
  - c) Work as a team in providing public place cleansing services to areas identified as being able to be serviced by mechanical sweeping machines as per existing, agreed mechanical sweeping standards of service; and
  - d) Work in a flexible manner, using both mechanical and hand sweeping methods to ensure that all areas of the Local Government Area are maintained to agreed standards.

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## **7 Performance Measures**

- 7.1 The parties to this Agreement have established the following list of performance measures against which the achievement of the Public Place Cleansing employees objectives shall be measured.

The areas in which performance shall be measured are:

- a) Operation against the budget determined by Council;
- b) Corporate and community feedback in respect to the service provided;
- c) The response time to action requests;
- d) Completion of scheduled work;
- e) Compliance with work practices and any other risk management policies and procedures in place;
- f) The number of substantiated complaints lodged in respect to the service provided;
- g) The level of uncertified absenteeism of members of team; and
- h) The trial and introduction of new cleaning methods and equipment in consultation with employees.

## **8 Skills and Training**

- 8.1 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 levels of the salary system. Where practicable, Council shall facilitate the required training.
- 8.2 All Public Place Cleansing 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. Council at its own discretion shall advise employees in writing if they are eligible to receive payment for designated first aid duties.

## **9 Rates of Pay and Productivity**

### **9.1 Pay Rates and Increases**

- a) Employees shall be paid in accordance with the salary range detailed in **Schedule 2, Table A** of this Agreement.
- b) The salary level into which an employee is placed shall be based on Waverley Council's Salary System.
- c) Further progression beyond the initial placement shall be through Council's annual Skills and Performance Assessment System.
- d) An employee's rate of pay is calculated in accordance with **Schedule 1, Table A**.
- e) The rates of pay are set out (and reviewed as required) in accordance with the Council's Skills Assessment System.

- f) The rates of pay including all allowances, detailed in this Agreement, shall be varied consistent with salary movements through Council's salary system and any increases in the Award.
- g) In addition to the salary range available; all employees covered by this Agreement shall be paid a Disability Allowance in accordance with Schedule 1 Table B.
- h) The rates of pay, as detailed in **Schedule 1** to this Agreement, have been determined in recognition of the establishment of a thirty-eight (38 hour per week) roster.
- i) In addition to the salary range available; all employees covered by this Agreement shall be paid an 'Enterprise Agreement Allowance'. This allowance shall be paid at the rate prescribed in **Schedule 1, Table C** for all purposes but shall not attract any penalty in compensation of **the shift arrangements in Schedule 3**.
- j) An employee covered by this Agreement will not be entitled to the payment of shift allowance as provided by the Award.
- k) The Afternoon Shift will continue to receive any penalty rates associated with working their ordinary hours on weekends. The payment of the penalty will be made in accordance with the Local Government State Award 2007 or its successor.
- l) The 'Enterprise Agreement Allowance' will compensate for the payment of shift allowances in the Award for all employees covered by this Agreement who work the weekday span of 5.00am-8.30pm
- m) Notwithstanding clause 9.1(k) of this Agreement, Council may vary the shift arrangements, as detailed in Schedule 3 by the giving of two weeks notice to affected employees. Notice may be made by way of posting a notice in a conspicuous area accessible by all affected employees. The changes will be made in consultation with no compulsion for the employees to agree.
- n) Where a varied shift arrangement under clause 9.1(l) requires an employee to work outside of the weekday span of 5:00am – 8.30pm, the employee shall be entitled to the shift work penalty as per the Award for the additional time worked. However, where the ordinary hours worked do not attract shift work penalty according to the Award, the employee will not be entitled to additional payment of shift work penalty.
- o) The Enterprise Allowance is applicable for the purposes of calculating superannuation and payments made while an employee is absent on paid leave such as annual or long service leave as required by the *Annual Holidays Act 1944 (NSW)* and the *Long Service Leave Act 1955 (NSW)* and paid leave available under the Conditions Agreement (2005) or Award (such as paid sick leave, jury leave or bereavement leave).
- p) To avoid doubt, the Enterprise Allowance will not be factored into:
  - (a) any accrued sick leave an Employee is entitled to pursuant to the Conditions Agreement (2005); and
  - (b) any gratuity payment entitled to be paid on termination of employment under the Conditions Agreement (2005).

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- q) Service Margin due under the Conditions Agreement (2005) will not be applied to the Enterprise Allowance Increase
- r) The rates of pay and allowances in this Agreement shall be varied consistent with salary movements that apply to all employees of Council, which includes increases in the Award.

## 10 Hours of Work

### 10.1 Ordinary Hours

- a) Except as otherwise provided in an offer of employment, employees are required to work an average of 76 hours per fortnight. An employee may be required to work reasonable additional hours as provided at clause 10.2 of this Agreement at overtime rates.
- b) The actual hours worked by each Team shall be established by agreement between the Divisional Manager Resource Recovery and Public Place Cleansing, Public Place Cleansing Supervisor and the Team Leaders subject to the provisions of the Award. The actual hours will vary depending upon issues, such as but not limited to seasonal requirements, special events and water restrictions.
- c) The hours of work for employees employed under this Agreement shall be as established in the roster schedule which is marked as **Schedule 3** to this Agreement. Employees when employed under this Agreement shall be assigned to either Morning shift, Bondi Junction team or Afternoon shift. Hours worked shall be consistent with the roster, except where varied by agreement subject to the provisions of the Award or this Agreement. Work outside the agreed roster shall be overtime and paid consistent with the provisions of the Award, except where the employee requests in writing to work ordinary hours outside the relevant span of hours.
- d) The hours of work marked as Schedule 3 for the following teams shall commence at:
  - 5:00am each day for Morning Shift
  - 7:00am each day for Bondi Junction Team
  - 11:30am each day for Afternoon Shift
- e) Employees may, in consultation with the Team Leader and Public Place Cleansing Supervisor, swap shifts to suit personal circumstances. These shift changes shall not affect the service provided by the teams.
- f) Ordinary working hours shall be arranged to provide all employees with a 9 day fortnight.

## 10.2 Additional Hours

- a) When requested, an employee is required to work any reasonable additional hours. In determining whether 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) An employee must advise the Divisional Manager or Public Place Cleansing Supervisor if they have any reason to believe that the additional hours or shifts are not reasonable. Where an employee does not advise as such, the additional hours are deemed to have been accepted by the employee as reasonable and the employee is deemed to have agreed to work the hours at overtime rates.

## 10.3 Overtime

- a) All overtime must be approved prior to it being worked. Management will seek to distribute overtime to staff covered by this agreement on a fair and equitable basis. A roster of overtime will be displayed on the staff notice boards.
- 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 granted equivalent for the actual hours worked.

## **10.4 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.

## **10.5 Work Breaks**

The parties have committed to work constructively to maximise the effectiveness of Council's operations. The long-term competitiveness of the services currently provided by Council employees is critical to ensure job security. The ability of the team to maximise production by minimising down time shall assist the team to achieve full schedule targets as well as providing maximum potential to achieve additional duty targets. This will be achieved by:

- a) Breaks shall be taken in a manner determined by the work teams to minimise the disruption to the work flow. This may include flexibility in the time at which the break is taken and situations in which the break may be staggered through the team members.
- b) The break should be taken at the work break site and arrangements for food and drink, to be consumed during the break, shall be made prior to the commencement of work or during the break.
- c) The Team Leader shall choose a work break site which has access to a toilet and an amenities block.
- d) The Team Leader shall be accountable to ensure the effectiveness of the team is maximised with respect to the flow of work across the morning tea break.

## **11 Condition of Vehicles**

**11.1** 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 the case, the Supervisor shall be notified and the vehicle will be refuelled prior to leaving the depot for the following day's work.

**11.2** 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 Public Place Cleansing Supervisor through the completion of the designated vehicle report form. If the vehicle requires mechanical repair whilst working and it 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.

- 11.3 The Team Leader/Driver are to check the key board prior to commencing each morning to ensure the vehicle is operational.
- 11.4 The Team Leader/Driver shall ensure that the cabin of each truck is kept in a clean and tidy state.
- 11.5 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.
- 11.6 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.
- 11.7 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 Manager and the Public Place Cleansing Supervisor and complete the required accident report forms. These forms shall be passed without delay to the Public Place Cleansing Supervisor. Where a Team Leader/Driver is involved in a motor vehicle accident and fails to report it and 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.

## 12 Occupational Health and Safety

- 12.1 All employees will carry out their duties in accordance with the safe work practices established by the Council and WorkCover. If employees become aware of unsafe work practices or other Occupational Health & Safety issues, they must report them to the Public Place Cleansing Supervisor immediately. All employees will work to ensure that there is full compliance with the *Occupational Health & Safety Act 2000 (NSW)* and the *Occupational Health and Safety Regulation 2001 (NSW)*.
- 12.2 All employees covered by this Agreement shall, where appropriate, be provided with a Council uniform and designed safety clothing.
- 12.3 In the event of wet weather, employees must work in a safe manner, in accordance with OH&S principles.

- 12.4 It is a condition of employment that all specifically designed safety clothing shall be worn at all times whilst at work, as appropriate to the conditions. Failure to do so will be regarded as a breach of Council's Occupational Health and Safety Guidelines.
- 12.5 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 Divisional Manager Resource Recovery and Public Place Cleansing for resolution in accordance with the Award.
- 12.6 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 2000 (NSW)*.
- 12.7 Council has a responsibility to provide staff with appropriate, timely and adequate training and resources in relation to providing a safe and healthy work environment.

### **13 Replacement of Staff**

- 13.1 When a position is to be filled due to an employee resigning or being terminated, Council shall advertise the position consistent with Council's Recruitment Guidelines.
- 13.2 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 apply 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 may be advertised externally.

### **14 Continuous Improvement**

- 14.1 Employees of the Public Place Cleansing Section 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 through consultation;
  - 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.
- 14.2 **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.

**14.3 Customer Importance:** Employees and management recognise the importance of both internal and external customers in improving the effectiveness of the Public Place Cleansing Section.

**14.4 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.

## **15 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.

- a) The right to be treated fairly and to perform their role as union delegate without any discrimination in their employment;
- b) The right to formal recognition by the employer that endorsed union delegates speak on behalf of union members in the workplace;
- c) The right to bargain collectively on behalf of those they represent;
- d) The right to consultation, and access to reasonable information about the workplace and the business;
- e) The right to paid time to represent the interests of members to the employer and industrial tribunals;
- f) The right to reasonable paid time during normal working hours to consult with union members;
- g) The right to reasonable paid time off to participate in the operation of the union;
- h) The right to reasonable paid time off to attend accredited union education;
- i) The right to address new employees about the benefits of union membership at the time that they enter employment;
- j) 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;
- k) The right to place union information on a notice board in a prominent location in the workplace;
- l) 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.

## **16 Grievance Procedure**

Grievances shall be resolved consistent with the Local Government State Award procedure or its successor.

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# SCHEDULE 1

**TABLE A**

Position	Grade Range A	Disability Allowance B	Enterprise Agreement Allowance C	Total Pay
<b>Team Leader –</b>	F	Yes	Yes	A+B+C
<b>Labourers</b>	C	Yes	Yes	A+B+C
<b>Drivers</b>	D	Yes	Yes	A+B+C
<b>Small Mechanical Sweeper Driver</b>	D	Yes	Yes	A+B+C
<b>Large Mechanical Sweeper Driver</b>	E	Yes	Yes	A+B+C

**TABLE B – Disability Allowance**

Weekly Rate	\$32.80
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The Disability Allowance shall be increased in accordance with any wages increases in the Award. An employee receiving the higher Disability Allowance replaces any right to a lower disability allowance under the Award, or its successor, for the employees covered by this agreement.

**TABLE C – Enterprise Agreement Allowance**

The Enterprise Agreement Allowance shall be paid in addition to Award allowances and to the rate determined through Council's salary system.

Position	Allowance (Per Week)
<b>Team Leader – Street Cleaning</b>	\$75 \$1.97p.h.
<b>Operational Worker – Street Cleaning</b>	\$75 \$1.97p.h.

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**NOTE: Employees previously engaged in the task based system will, at the date of execution of this Agreement, receive an additional \$5 (per week) which will only be applicable for the purposes of calculating the entitlements set out in Clause 9.1(n). The overtime worked will attract an EA Allowance rate equal to \$2.11 per hour.**

**For the avoidance of doubt the \$5 payment will be made to the following staff:**

1. *Eric Baes*
2. *Ray Zammit*
3. *Gordon Vella*
4. *Stephen Vella*
5. *Brian Eccles*
6. *Phillip Sloss*
7. *Russell Gibson*
8. *Joe Gibson*
9. *David Mitchell*
10. *John Rasonja*
11. *Peter Coronis*
12. *James Lambert*
13. *Stuart Fing*
14. *Reg Harper*
15. *Greg Coleman*
16. *Ray Cunningham*
17. *William Wilkins*
18. *Mark Wilkins*
19. *Luke Skrobofski*
20. *Kevin Woods*
21. *Chris Zanapalis*
22. *Teomaka Tukukino*
23. *Tim Green*

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## SCHEDULE 2

TABLE A

Position	Salary Group	Salary Points	Weekly Pay Rate
<b>Team Leader</b>	<b>F</b>	1	\$796.78
		2	\$816.70
		3	\$836.62
		4	\$856.54
		5	\$876.46
		6	\$896.38
		7	\$916.30
<b>Labourers</b>	<b>C</b>	1	\$698.61
		2	\$716.07
		3	\$733.54
		4	\$751.00
		5	\$768.47
		6	\$785.93
		7	\$803.40
<b>Drivers and Small Mechanical Sweeper Driver</b>	<b>D</b>	1	\$727.42
		2	\$745.61
		3	\$763.79
		4	\$781.98
		5	\$800.17
		6	\$818.35
		7	\$836.54
<b>Large Mechanical Sweeper Driver</b>	<b>E</b>	1	\$777.29
		2	\$796.72
		3	\$816.15
		4	\$835.59
		5	\$855.02
		6	\$874.45
		7	\$893.88

1. Rates of Pay are varied consistent with movements in Council's salary system level structure and shall be varied to include any Award increases in rates of pay from the operative date specified in the Award.
2. Mechanical Sweeper Operators and employees relieving in this position shall be paid at this Grade as a minimum to reflect the accountability of the position.

~~WM~~  
WM  
M.W.

# SCHEDULE 3

Street Sweeping Group Work Rosters							
Week 1							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Morning Shift</b>	5:00am-2:00pm	5:00am-2:00pm	5:00am-2:00pm	5:00am-2:00pm	5:00am-1:30pm RDO 1		
<b>Bondi Junction Team</b>	7:00am-4:00pm RDO 1	7:00am-4:00pm	7:00am-4:00pm	7:00am-4:00pm Late Night Shopping Overtime	7:00am-3:30pm RDO 2		
<b>Afternoon Shift</b>	OFF	OFF	RDO	11.30am to 8.30pm	11.30am to 8.30pm	11.30am to 8.30pm	11.30am to 8.30pm
Week 2							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Morning Shift</b>	5:00am-2:00pm	5:00am-2:00pm	5:00am-2:00pm	5:00am-2:00pm	5:00am-1:30pm RDO 3		
<b>Bondi Junction Team</b>	7:00am-4:00pm RDO 3	7:00am-4:00pm	7:00am-4:00pm	7:00am-4:00pm Late Night Shopping Overtime	7:00am-3:30pm RDO 4		
<b>Afternoon Shift</b>	OFF	OFF	11.30am to 8.30pm	11.30am to 8.30pm	11.30am to 8.30pm	11.30am to 8.30pm	11.30am to 8.00pm

WM  
 AK  
 M.W.

# SCHEDULE FOUR

PPC Overtime Hours for Weekends & Public Holidays						
Function	Litter Bin Collection	Villages Cleansing	Large Mechanical Sweeper	BJ Small Mechanical Sweeper	BB Small Mechanical Sweeper	BJ Rickshaw BB Rickshaw
Driver	5am to 11am	5am to 9am 9am	5am to 10am	5am to 10am	5am to 10am	
Labourer	5am to 10am	5am to 9am 9am			5am to 10am	5am to 10am
Labourer		5am to 9am				5am to 10am

## Bondf Junction Cleansing Hours for Thursday Nights, Weekends & Public Holidays

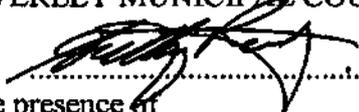
Thursday Night	1 Staff Member 4pm to 6pm
Saturday	1 Staff Member 10am to 2pm
Sunday	1 Staff Member for 10am to 2pm

Summer Litter Bin Overtime (18 Weeks)		
Week 1		
Monday	Tuesday	Wednesday
Driver	2pm to 7pm	2pm to 7pm
Labourer	2pm to 7pm	2pm to 7pm
Week 2		
Monday	Tuesday	Wednesday
Driver	2pm to 7pm	
Labourer	2pm to 7pm	

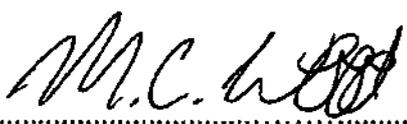
*Handwritten signatures and initials:*  
 MW  
 WAH  
 dx

Signed by the parties on this 17<sup>th</sup> day of December  
2009

SIGNED on behalf of )  
WAVERLEY MUNICIPAL COUNCIL )

  
..... )  
in the presence of )

General Manager

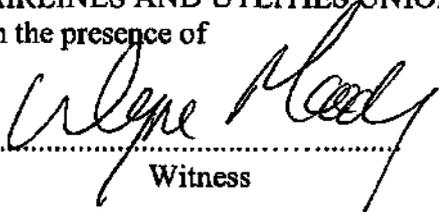
  
.....  
Witness

SIGNED on behalf of the )  
NEW SOUTH WALES LOCAL GOVERNMENT, )  
CLERICAL, ADMINISTRATIVE, ENERGY, )

..... )  
AIRLINES AND UTILITIES UNION )  
in the presence of )



General Secretary

  
.....  
Witness