

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA15/3

TITLE: Manly Council Waste Service Enterprise Agreement 2014 - 2017

I.R.C. NO: IRC15/38

DATE APPROVED/COMMENCEMENT: 12 February 2015 / 12 February 2015

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/175.

GAZETTAL REFERENCE: 27 Mar 2015

DATE TERMINATED:

NUMBER OF PAGES: 23

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees employed within the Waste Management Service in the capacity of Coordinator, Supervisor, Yard Person, Supervisor, Team Leader, Driver or Loader in conjunction with the Local Government (State) Award 2014.

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

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Manly Council



Waste Management Service Enterprise Agreement 2014 - 2017

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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 Manly Council, Waste Management Service Enterprise Agreement 2014-2017 and shall provide the basis for determining the wages and general conditions of employment for staff employed in the waste collection service by Manly Council.

2. THE PARTIES

The Parties to this Agreement are Manly Council (herein after referred to as Council) and the New South Wales Local Government, Clerical, Administrative, Airlines & Utilities 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 approval by the Industrial Relations Commission of New South Wales and shall remain in force for a period of three (3) years.

5. DEFINITIONS

Award: Shall mean the Local Government (State) Award 2014, and any Award that succeeds this Award.

Council: Shall mean the Manly Council.

Council Policy: Shall mean policy either adopted by Manly Council or determined by the General Manager in accordance with the *Local Government Act 1993*.

Daily Agreed Average (Darg) Shall mean the agreed share of the waste collection services to be delivered by each crew based upon the total number of services to be provided and the number of vehicles in use (as referred to within Clauses 14.2 and 14.3).

Employee: Shall mean, for the purpose of determining eligibility to the benefits of this Agreement, an employee who is employed within the Waste Management Service in the capacity of Coordinator, Supervisor, Yard Person, Team Leader, Driver or Loader.

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

Service Crew: Shall mean the complement of permanent staff required to undertake the waste collection services (subject to any negotiations relating to resource variations) and shall be composed as follows:

Coordinator	1
Supervisor	1
Yard Person	1
Team Leader	6
Side Loader	1
Loader	11
Be-Tidy Driver	2
Total	23

Team: Shall mean the complement of staff required to undertake the prescribed collection runs.

A "Residential" Team shall be composed as follows:

Team Leader	1
Loader	2

A "Residential" Side Loader Team shall be composed as follows:

Team Leader	1
Loader (Mon, Tues and Wed only)	2

A Be-Tidy Team shall be composed as follows:

Driver	1
Loader (Sat, Sun Summer peak only)	2

Wage: Shall mean the rate of pay for the employee's position as established through this Agreement.

Waste Service: Residential - Shall generally include residential garbage, residential recycling, booked general clean-up, pre-quoted clean-ups, and vegetation collection.

Be-Tidy - (public place) garbage and recycling collection.

6. RELATIONSHIP WITH THE AWARD

6.1 This Agreement shall be read and interpreted wholly in conjunction with the Local Government (State) Award 2014, any amendments to that Award, or any new Award which succeeds that Award.

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 and this Agreement, the Agreement shall prevail to the extent of the inconsistency.

6.4 Where this Agreement is silent the Award shall prevail.

7A. EQUAL EMPLOYMENT OPPORTUNITY

- The employer is totally committed to providing equal employment opportunity for every employee in all spheres of employment, and providing equal pay for work of equal value.
- The employer is also totally committed to providing an environment in which employees can work without distress or interference caused by harassment (including sexual harassment).
- The employer will comply with all relevant legislation

7B. INAPPROPRIATE BEHAVIOUR

- It is the responsibility of every employee who sees or hears inappropriate behaviour to report it to management. The employer acknowledges that the employee may also wish to seek advice or assistance from the union.
- Inappropriate behaviour may include but is not limited to the following:
 - Sexual harassment
 - Discrimination
 - Workplace bullying
 - Intimidation
 - Humiliating or degrading a fellow employee
 - Verbal abuse
 - Abuse of power or authority
 - Alienation of fellow employees

- The employer is committed to ensuring that all employees are treated with sensitivity and respect and all employees are entitled to a workplace that is free from all forms of harassment and unlawful discrimination.

7C. ANTI-DISCRIMINATION

7C.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 discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

7C.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.

7C.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.

7C.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.

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:

- ♦ Council, by all actions within its power, offers security of employment to the Waste Service Crew during the term of this Agreement.
- ♦ Council in introducing the service arrangements that are recognised and rewarded through this Agreement has determined the number of permanent positions required within the service to ensure the provision of a reliable and consistent range of services.
- ♦ Employees will work diligently and effectively to maintain and enhance the excellent service currently provided to the residents, businesses and visitors to Manly.
- ♦ 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

Waste Collection Staff of Council shall be paid the rates of pay detailed below. The rates are inclusive of the Adverse Working Conditions Allowance as prescribed by the Award (which shall be paid consistent with clause 15(ii) of the Award), the Recyclable Materials Productivity Allowance, and other allowances unless this Agreement specifically provides otherwise. Increases which 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 Collection Staff shall also be entitled to Salary System increases of 2.5% each year of the agreement payable on the 1st July each year and consistent with the progressional rules of Council's Salary System.

Position	Existing Rate Per Hour (includes Award rise of 2.6% on 1/7/14) \$	Existing Rate Per Week (includes Award rise of 2.6% on 1/7/14) \$	Proposed Rate Per Hour (Salary System increase 2.5%) \$	Proposed Rate Per Week (Salary System increase 2.5%) \$
Coordinator	40.17895	1526.80	41.18342	1564.97
Supervisor	34.73158	1319.80	35.59987	1352.795
Team Leader	32.14868	1221.65	32.9524	1252.191
Driver	31.24079	1187.15	32.02181	1216.829
Loader	28.68816	1090.15	29.40536	1117.404
Yard Person	30.26579	1150.10	31.02243	1178.853

**10. PRODUCTIVITY-BASED REMUNERATION REVIEW
MOVEMENT IN SERVICE NUMBERS**

- 10.1 At six-monthly intervals following the implementation of this Agreement a review will be conducted of the waste collection workloads, by the parties, based upon the number of bins (80 litre equivalents – subject to Clause 10.2) which require collection.
- 10.2 The benchmark against which comparison is made is an average collection of 1,200 (80 litre) bins per vehicle per day.
- 10.3 Any movement in the number of collections will be established by reference to Council's computer based records of the number of residential assessments against which Council is levying a garbage charge or, if available, the number of bins which require collection. The number at the end of each twelve (12) month period will be compared with the number recorded at the end of the preceding period. Discussions will occur between the parties should that number require interpretation.
- 10.4 Where the average number of bins (80 litre equivalents) exceeds 1,200 a Standard Service Productivity Allowance of 30 cents per bin per truck will be paid.

11. HOURS OF WORK

- 11.1 The ordinary hours of work shall be thirty (38) per week and shall be worked between Monday and Friday (including all Public Holidays) in a manner to ensure the requirements of the position are effectively met consistent with the agreed job and finish.
- 11.2 The ordinary hours of work for the Coordinator, Supervisor and Yard Person shall be based on a standard working day of 7 hours and 36 minutes and shall be worked from Monday to Friday (including all Public Holidays paid at the appropriate penalty rate as per Clause 20A and 20B of the Local Government (State) Award 2014.
- 11.3 Completion of the daily agreed average Darg, job and finish, in strict compliance with legislation including Road Traffic and Work Health and Safety requirements for Team Leaders and Loaders in residential waste collection shall be considered to satisfy the standard working day.
- 11.4 The collection day shall normally commence at 5:00 am, except when the teams are collecting co-mingled recyclable materials when the day shall commence at 6:30 am.
- 11.5 Overtime will be paid when, for reasons beyond the reasonable control of the collection crew, the hours of work required in completing the darg for the residential service exceed 7 hours and 36 minutes on any day.
- 11.6 Any long term alteration of the commencement times for the shifts as provided for in subclause 11.4 shall be mutually agreed upon by the parties. Mechanical breakdowns, vehicle unavailability or other unforeseen circumstances may result in some members of the team being required to commence waste collection prior to 5:00 am.
- 11.7 In the event of unforeseen circumstances, such as staff shortage or mechanical breakdown, a minimum number of collection staff agree to work reasonable overtime, as a team, to ensure an effective service is maintained. Consistent with this clause, it is agreed that no disciplinary action will result from a refusal to work reasonable overtime.

11.8 Where a legitimate reason is provided for refusal to work reasonable overtime from Monday to Friday this shall not prejudice the employee's opportunity to work weekend overtime, where available, but always subject to ensuring the most effective and efficient service is provided.

12. OVERTIME

12.1 Except where otherwise provided in this Agreement all time worked by direction 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.

13. COLLECTION SCHEDULE

13.1 Subject to any revisions to collection cycles that may be negotiated within the life of this Agreement, the collection schedule for residential waste and recyclable materials shall be arranged as follows:

- ✓ Monday – Garbage, Paper and Comingled recyclables alternate weeks
- ✓ Tuesday – Garbage, Paper and Comingled recyclables alternate weeks
- ✓ Wednesday – Vegetation and/or Booked General Clean-ups,
- ✓ Thursday – Garbage, Paper and Comingled recyclables alternate weeks
- ✓ Friday – Paper and Comingled recyclables alternate weeks
- ✓ Pre-paid clean-ups shall be carried out as required.

13.2 The parties agree that waste removal collection runs throughout Manly 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 tonnage collected. The compilation and design of the runs will be achieved through full consultation with the staff.

13.3 Council reserves the right, consistent with sub-clause 13.2, to redesign any run and assign staff within the Collection Service as deemed necessary following proper consultation with the staff affected.

13.4 There will be no daily departure from the established route unless approved by the Waste Coordinator. There will be no permanent departure from the established route without the express approval of the Manager, Waste and Cleansing.

- 13.5 All vehicle departure times will be by agreement with the Waste Coordinator and in accordance with Council's requirements and environmental legislation.
- 13.6 On Wednesdays, when no scheduled work is provided for the residential waste teams, staff shall attend for allocation of work, or training, to the number of hours normally worked on that day, provided that it shall not be less than five (5) hours.

14. COLLECTION METHODS

14.1 General

The Team Leader shall be responsible for the conduct of the crew during the collection of waste, and the operation of the vehicle in the field.

- 14.2 Crew members should avoid entering into conversation with residents regarding any complaint or issue with the collection service but shall refer the matter to the Waste Coordinator as soon as is practicable.
- 14.3 Crew members should not provide advice or respond to residents in a manner which is inconsistent with Council policy and procedures, including Council's Code of Conduct which are available on Council's web page.
- 14.4 In the event of it becoming apparent to the Team Leader that the run cannot be completed within the prescribed time due to a breakdown or other circumstances beyond the control of the crew, the Team Leader must report the position to the Coordinator who will exercise their judgement in determining the most appropriate course of action consistent with the spirit of this Agreement.
- 14.5 Each crew member shall receive appropriate training (refer Clause 18), become familiar with, and thereafter 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 Waste Coordinator's office.
- 14.6 Each member of the crew shall receive appropriate training (refer Clause 19.3) in, become familiar with, and observe all requirements relating to Work Health and Safety, Road Traffic Act and associated Regulations, and other relevant

legislation/regulations pertaining to the collection service. A copy of all relevant Safe Work Procedures and Operating Instructions will be located within each vehicle.

14.7 **Bin Collection**

Garbage bins are to be of a nominal 80 litre capacity (subject to any revisions in size/capacity to be negotiated within the life of this Agreement). Other than elsewhere provided, one bin only per property is collected each week or where an alternative approved Council bin is provided for multiple dwellings this shall be based on 80 litre bin equivalents.

14.8 Waste bins should 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 on the edge of the gutter. Bin lids are to be placed on top of the empty container.

14.9 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 Coordinator.

14.10 Where Council has approved the collection of waste material from within a property, as a result of a disability suffered by the resident, the collection and return of collection containers shall be as arranged with the particular resident.

14.11 **Missed Services**

It is understood between the parties that a significant proportion of "missed" service reports result from the resident's failure to place the bin out for collection on time. Notwithstanding this understanding it is agreed that all reported missed services will be collected as part of the daily work schedule, or alternative satisfactory arrangement made. Where reports are received of missed bin(s) the Coordinator will contact the appropriate crew by two-way radio 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 Coordinator. The

Coordinator will 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.

14.12 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.

14.13 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, must be picked up and placed in the compactor (this includes prior spills). If the prior spill is excessive and reoccurring, or could represent a work health and safety risk the Coordinator shall be advised. All matters should be reported to the Coordinator immediately.

14.14 Difficulties Caused by Parked Cars and other obstructions

Where the driver experiences severe difficulty in manoeuvring the collection 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 such problems 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. In areas of demonstrable ongoing difficulty, Waste management will explore the feasibility of appropriate signage being placed in the area.

Where the driver of the side load vehicle experiences difficulty in lifting bins because of obstructions such as trees, parked cars etc an appropriate advice is to be left by the Team Leader affixed to the bin. Where such problems occur more than three times in any two month period, the matter is to be brought to the attention of the Coordinator.

14.15 General Clean-up Material

Council will accept up to 120 booked general clean ups per scheduled collection day. Clean-up material shall consist of non-putrescible refuse arising from dwelling

houses and residential flat buildings and shall include (but not limited to) general household rubbish such as furniture and floor coverings. It shall not include garbage, dead animals, trade waste, liquid waste, building waste, guttering, motor car bodies and parts, tyres, earth, stones, bricks, concrete, fencing, or waste from commercial premises and/or contractors.

Recyclable materials otherwise collected by Council shall not be collected in a booked general clean up. Garden waste, vegetation or green waste shall be collected separately from the general clean-up materials.

E-waste shall not be collected in a booked general clean up. Where E-waste is placed in with Clean up the Team Leader will affix an advice to the item(s) and notify the Coordinator. E-waste shall be collected separately within two (2) working days if not removed from the kerb.

White goods and other like heavy and large items shall be collected in a manner that ensures safe mechanical lifting apparatus shall be used when required.

Where material has been left on the kerb-side, on the day assigned to the property for general clean-up, which is not consistent with the limitations detailed above the Team Leader will notify the Coordinator and sticker the material appropriately. The Coordinator will attend to the issue of non-complying material of which they have been notified of by the Team Leader and shall arrange for its removal or alternative action. This may involve examination of the material by Rangers.

14.16 Green Waste

Green waste or vegetation shall consist of materials consistent with Council's Green Waste Collection requirements.

14.17 Recyclables

Only those recyclables currently accepted by Council for collection and recycling shall be removed from the kerb-side. The collection of recyclable material will principally occur from 120 litre MGBs with some residents continuing to use the 50 litre crates, or shared larger MGBs or other Council approved container. Spillages will be collected from within the vicinity of the containers placed for emptying. If the spillage is excessive and reoccurring, or could represent an occupational health and safety risk the Coordinator shall be advised.

Recyclable 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 Coordinator.

Where Council has approved the collection of waste material from within a property, as a result of a disability suffered by the resident, the collection and return of collection containers shall be as arranged with the particular resident.

Where collection staff form a view that the volume or nature of recyclable material is such as to suggest commercial activity, they shall refer the matter to the Co-ordinator.

14.18 E-Waste

Where Council has approved the collection of E-waste, material consistent with the nominated acceptance criteria will be collected from the kerb. The timing and method of collection will be determined in consultation with the Waste Service Coordinator.

14.19 Be-Tidy Bin Collections

Collections from Be-Tidy bins are to be carried out seven days per week at a daily frequency to be determined from time to time by the Group Manager and Waste Co-ordinator in consultation with the staff but not less than two cycles per day. It is acknowledged that it may be necessary to vary collection arrangements to cope with the higher waste generation in the September to Easter period.

Additional collection cycles will be required to address the needs of beachfront recycling from the new 360 litre bins. If such work cannot be absorbed within normal weekday routines the allocation of additional resources will depend upon the frequency and time-commitment of the required collection cycles (as indicated by demand and in the judgment of the Co-ordinator). Any demonstrable need for weekend collections will be offered firstly to existing Waste Service staff at normal overtime rates. If insufficient permanent staff can be attracted to this task, casual staff will be engaged.

15. CONDITION OF VEHICLES

15.1 All Team Leaders/Drivers are required to clean and refuel their vehicles at the

completion of each day's work. If for any reason this is not possible the Coordinator will be notified and the vehicle will be refuelled immediately upon leaving the depot when commencing the run for the following day's work.

- 15.2 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 Coordinator through the completion of the designated vehicle report form. If the vehicle requires mechanical repair, and is safe to be driven, the Team Leader/Driver shall deliver the vehicle to the workshop and report the problem to appropriate mechanical repair staff. Where practicable the vehicle shall be cleaned and appropriate documentation completed.
- 15.3 The Team Leader/Driver shall ensure that the cabin of each truck is cleaned and dirt and litter are removed on a daily basis.
- 15.4 Employees will 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 area in the vicinity of the breakdown, but does not include any work requiring the use of power tools (which will be responsibility of the mechanical support staff).
- 15.5 Team Leaders/Drivers are responsible to ensure that weights carted are within Roads and Maritime Service (RMS) prescribed limits. Where any breach of legal limits occurs and there is evidence that the Team Leader/Driver could have reasonably known that the truck is overloaded, the Team Leader/Driver will be responsible for the payment of any fines or penalties imposed.
- 15.6 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.
- 15.7 In the event of an accident or damage to property occurring the Team Leader/Driver of the vehicle shall report the incident to the Coordinator and complete the required

accident report forms. These forms shall be passed without delay to the Coordinator. Where a Team Leader/Driver is involved in a motor vehicle accident, and is proven to be at fault, the Team Leader/Driver may be demoted for a period consistent with Council's disciplinary procedures, and will be required to undergo a driving assessment to establish whether they are 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.

15.8 Waste collection vehicles shall not be driven on the grass verge, or on footpaths, during the collection process.

16. COMPLIANCE WITH ALL OPERATIONAL REQUIREMENTS

It is understood that any breach of operational requirements, as referred to specifically within Clauses 15.1; 15.2; 15.5; 15.6; 15.7; 15.8, and generally throughout this Agreement, will be considered to act to the detriment of the efficiency of the service and to Council. Such breaches may lead to disciplinary action being taken consistent with Council's current policy and practice and the Award.

Employees who perform unauthorised work, or perform what is referred to as a "foreign order", or seek or receive an unauthorised payment, gratuity or present, are liable to disciplinary action and prosecution.

17. PERFORMANCE MEASUREMENT

17.1 The parties agree to establish a process of continuous improvement based upon performance measurement. This process will be undertaken by agreement between the parties.

17.2 Potential areas of performance measurement include:

- Performance against any SLA adopted by Council.
- Operation against the budget/s determined by Council.
- Corporate and community feedback in respect to the service provided.
- The response time to action requests.
- The "accidents and incidents" trend for the collection teams.
- The number of substantiated complaints lodged in respect to the service provided.
- The level of absenteeism of members of team.

- The trial and introduction of new waste collection methods and equipment.
- Comparison against any Key Performance Indicators which may be developed or adopted by Council from time to time.

TRAINING AND DEVELOPMENT

- 18.1 All employees will be provided with access to training appropriate to their position and relevant to the Waste Collection Service that will allow them the opportunity to advance to more responsible positions within the Service. Promotion will be based on merit and a vacant position being available.
- 18.2 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.
- 18.3 Where an employee is required to attend a training program(s) in lieu of normal collection duties, and during standard working hours, the base rate of pay for the position held by the employee shall apply.
- 18.4 Overtime be will paid when training programs extend beyond 7.6 hours.
- 18.5 Where training courses are required to be attended at the completion of the day's collection, but within standard hours (i.e. 7.6 hours), the employees involved shall be paid at the hourly rates for their positions for the time in training, in addition to their normal day's pay.

19. WORK HEALTH AND SAFETY

- 19.1 All employees covered by this Agreement shall, where appropriate, be provided annually with the following:
- ♦ 2 pairs of joggers or safety boots or shoes,
 - ♦ 3 pairs Council provided "ruggers" style 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, or failure to comply with any of Council's safe work procedures, will be regarded as a breach of Council's Work Health and Safety Guidelines.

Staff are to ensure that all clothing issued is properly laundered and maintained, and that no damaged or unpresentable clothing is worn while on the job

All requests for clothing replacement shall be made to the Coordinator. Disputes, which occur in relation to the provision of clothing, shall be referred to the Manager Environmental Operations for resolution.

- 19.2 Council shall provide a safe place of work and work practices in accordance with the provisions of the Work Health and Safety Act.
- 19.3 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. A copy of all relevant Safe Work Procedures and Operating Instructions will be located within each vehicle.
- 19.4 It is Council policy to maintain the health and safety of staff by providing protection via a vaccination program to those staff considered to be at risk from diseases including Hepatitis B and tetanus.

20. CASUAL EMPLOYEES

- 20.1 Council may engage casual employees for short-term relief in the waste collection service in circumstances where regular staff numbers are depleted and no experienced waste service staff are available. This includes Mondays, Wednesdays and Fridays where yardmen may need short term relief.
- 20.2 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.
- 20.3 Where permanent vacancies arise appointment will occur consistent with Council Policy and the provisions of the Award.
- 20.4 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.
- 20.5 Position(s) which are occupied by casual employee(s) will be reviewed on a quarterly basis to establish whether the position(s) are ongoing and are required to be filled with permanent employee(s).

21. WORKING BELOW ESTABLISHED CREW

- 21.1 The parties to this Agreement are committed to improving the effectiveness of the service and to ensuring that no additional cost will be incurred by Council in backing up the service when staff are absent. Consistent with these principles employees shall have the opportunity to share in the payment which would otherwise be made to a casual employee when required to replace staff absent on annual leave, long service leave, sick leave or prolonged periods of workers compensation.
- 21.2 The payment shall be equally distributed to each member of the Service Crew who work on the day and shall be based on the rate of pay and casual loading (25%) applicable for the position being relieved. This payment will be made by means of an annual adjustment.
- 21.3 When staff exercise the option of backing up the service within the crew rather than seeking the assistance of casual employee(s), the crew is expected, in normal

circumstances, to undertake the additional work for the share of the payment which would otherwise be made to the casual employee(s).

Overtime will be paid where a breakdown of plant or other exceptional circumstances cause the work to extend beyond ordinary working hours. Should management be of the opinion that due to workload, or the level of staff shortage, overtime may be incurred, it reserves the right to engage casuals to assist with the day's collection in lieu of staff backing up the service.

22. REPLACEMENT OF PERMANENT STAFF

22.1 The service crew as detailed in the Definitions clause of this Agreement shall be the staff establishment for the Waste Collection Service. When an employee resigns or is terminated from the service the position held by the employees shall be advertised.

22.2 Advertising of the vacant position shall occur within three (3) months of the vacancy being created and shall be consistent with Council's requirements as an Equal Employment Opportunity employer. Where three (3), 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.

22.3 The selection panel for the replacement of a vacant position shall include at least one (1) representative from the Service Crew (refer to Definitions), except where the vacancy being filled is for the position of Coordinator. Placement of the successful applicant in the vacant position shall occur within six (6) months of the creation of the vacancy.

23. GRIEVANCE AND DISPUTE PROCEDURES

23.1 Grievances and/or disputes that may arise in the provision of the service consistent with this Agreement will be dealt with in accordance with the grievance and dispute provisions of the Award.

24. CONTINUOUS IMPROVEMENT

24.1 Employees of the waste collection service are committed to the principles of continuous improvement. Improvement in the service will be achieved by:

- ◆ Developing a positive attitude to the work.
- ◆ Accepting and implementing 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.

24.2 JOB REDESIGN AND WORK ENHANCEMENT

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

24.3 CUSTOMER IMPORTANCE

Employees and management recognise the importance of both internal and external customers in improving the effectiveness of the waste collection service.

24.4 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.

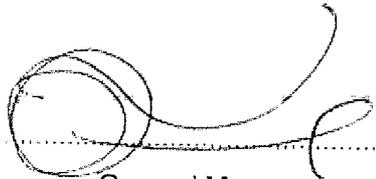
25. REVIEW OF THE AGREEMENT

At the conclusion of twelve (12) months of operation of the Agreement the Waste Collection 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. The opportunity will be taken at that time to discuss and review issues of concern raised by either party.

26. RENEGOTIATION OF THE AGREEMENT

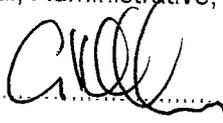
The parties to this Agreement shall meet to renegotiate the provisions contained herein six (6) months prior to the date of its cessation. Should there be no agreement between the parties the existing provisions shall remain in force until rescinded by the making of a new Enterprise Agreement.

SIGNED on behalf of)
MANLY COUNCIL)
in the presence of)

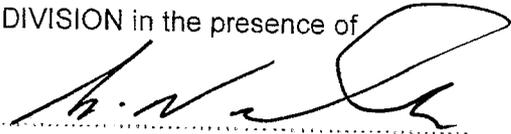

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General Manager


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Witness 20 | 8 | 14

SIGNED on behalf of the
New South Wales Local Government,
Clerical, Administrative, Energy, Airlines & Utilities Union


.....
AUSTRALIA, NEW SOUTH WALES)
DIVISION in the presence of)

General Secretary


.....
Witness