

ENTERPRISE AGREEMENT

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**SUTHERLAND
SHIRE
COUNCIL**

**ENTERPRISE
AGREEMENT**

**WASTE SERVICES
(DOMESTIC COLLECTION EMPLOYEES)**



ENTERPRISE AGREEMENT NO.

THE COUNCIL OF THE SUTHERLAND SHIRE

and

THE TRANSPORT WORKERS UNION OF AUSTRALIA

Filed with the Industrial Registrar the 11th day of May 1994

THE COUNCIL OF THE SUTHERLAND SHIRE ENTERPRISE AGREEMENT

This agreement is the result of a co-operative approach to industrial relations. It represents an important step in improving the overall performance of the Council, in providing the community and customers with excellent service, in providing employment security, education and training, career path development and a better work environment for employees.

The agreement recognises the gains already made through review, job redesign, total quality service and the garbage consultative committee and commits the parties to continue these processes in a co-operative and consultative way.

PARTIES TO THIS AGREEMENT

An Enterprise Agreement, made in pursuance of the Industrial Relations Act, 1991, in accordance with the provisions of Sections 115 - 142 of the said Act, entered into an agreement between the Council of the Sutherland Shire and the Transport Workers Union of Australia.

It is agreed by the parties as follows:-

1. **TITLE OF THE AGREEMENT**

This Agreement shall be referred to as the Sutherland Shire Council Waste Services (Domestic Collection Employees) Agreement.

2. **ARRANGEMENT**

This Agreement is arranged as follows:-

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3. PARTIES BOUND BY THIS AGREEMENT

This Agreement shall apply to and be binding upon the:-

- (i) Council of the Sutherland Shire
- (ii) Transport Workers Union of Australia

4. SCOPE OF THIS AGREEMENT

(a) This Agreement is to be read in conjunction with the:-

- (i) Local Government (State) Award
- (ii) Municipal and Shire Councils Wages Staff Award
- (iii) Sutherland Shire Council Staff Handbook

(b) Where this Agreement is inconsistent with one of these Awards/Handbook then this Agreement shall prevail.

(c) This agreement recinds and replaces any previous Industrial Agreements filed with the Industrial Registrar in so far as they affect members of the Transport Workers Union of Australia.

5. DURESS

This Agreement was not entered into under any duress by any party to it.

6. COMMENCEMENT AND DURATION

(a) This Agreement shall operate from the date of registration and shall continue in force thereafter for a period of two years.

(b) This Agreement shall not be varied unless by mutual consent of the parties.

7. BASIC WAGE

This Agreement, in so far as it fixes rates of wages of adults, is made by reference and in relation to a basic wage for an adult of \$121.40 per week. The said basic wage is subject to variation in accordance with the provisions of sub-section (2) of Section 13 of the Industrial Relations Act 1991, (New South Wales).

8.

DEFINITIONS

"Quarterly period" means January - March; April - June; July - September; October - December.

T.W.U. - the term T.W.U. refers to the Transport Workers Union of Australia and those employees of this Union who are employed in Council's Waste Services undertaking domestic waste collection duties.

G.M. - the term "G.M." refers to the position of General Manager of the Sutherland Shire Council.

G.C.C - Garbage Consultative Committee

"CALLED IN" - in Clause 13 means that the driver contacts the garbage supervisor and records the address of a property where the bin has not been placed for collection.

"Summer" - is defined as the months of October, November, December, January, February & March.

"Winter" - is defined as the months of April, May, June, July, August & September.

9.

DISPUTE SETTLEMENT PROCEDURE

(i) Objectives

The Council and the TWU and employees agree to observe the following procedures based on the provision of information and explanation, consultation, co-operation and negotiation, in order to resolve industrial disputes with a minimum of disruption to the effective operation of the Council's business.

(ii) Undertakings

- (a) On the part of management an undertaking to meet quarterly with TWU representatives to discuss such matters as organisational and technological change, organisation direction and financial position and any other relevant matters pertaining to Council's operation.
- (b) On the part of the TWU, an undertaking to inform appropriate Council management of emerging issues which may lead to discontent or disputation.
- (c) On the part of the TWU, an undertaking to not engage in industrial action until such time as the procedures in this clause

have been complied with.

- (d) If the matter is of a National or State nature then Council must be advised of the matter and the actions which the TWU intends to take at least 7 days prior to any action occurring unless the members of the TWU are given less notice of it.

(iii) Dispute Settlement Process - Individual Grievances (or small group grievances)

- (a) Until the matter is determined, normal duty arrangements shall continue. No party shall be prejudiced as to the final settlement by the continuance of work as a result of this process.
- (b) Individual disputes shall follow the steps contained in this clause. The process provides for four separate stages, any of which may be potentially relied on to resolve the dispute. In all other cases the matter shall be dealt with in accordance with sub-clause (iv).

Preamble

As a general principle, the parties agree that the preferred method of resolving individual disputes is for the issue to be discussed between the TWU member and his/her **immediate supervisor**.

An employee may elect to be accompanied by a TWU representative or other Council employee at any discussions made under these provisions.

Step 1 - An employee who considers himself/herself adversely affected within the scope of this agreement, or a decision of the Council or an action which she or he wishes to dispute shall attempt to resolve the issues by means of discussion with their **immediate supervisor**.

Step 2 -

- (a) An employee who considers themselves adversely affected within the scope of this agreement, or a decision of the Council or an action which they wish to dispute shall inform their Department Manager. The Manager may request that the matter be put in writing either by the employee or the TWU. Generally it is expected that an employee will have utilised Step 1 before proceeding to Step 2.

- (b) An employee's Manager shall investigate the complaint and within seven days shall notify the employee and their Director that further discussions are required or shall notify the employee in writing of their decision.

Step 3

- (a) Where an employee is dissatisfied with the Managers decision they may within seven days of receiving the decision make a written submission to their Director or the G.C.C. The employee may request the support of the TWU to assist him/her to make his/her written submission.
- (b) The Director or the G.C.C shall advise the employee, in writing, of the decisions made within seven days of receipt of the submission.

Step 4

- (a) Where an employee is dissatisfied with the Director's or the G.C.C's decision they may within seven days of receiving the decision, make a written request to the GM to review the decision.
- (b) The GM shall advise the employee in writing of his decision within seven days after receiving the request for the review or within seven days after the completion of any meeting or investigation that he (or they) may have considered been necessary. Any review or investigation shall be made as expeditiously as practicable.

Step 5

If the matter is still unresolved it may be referred by either party to the Industrial Relations Commission of NSW in order for the Industrial Relations Commission to exercise its functions under the Industrial Relations Act 1991.

(iv)

Dispute Settlement Procedures - General Matters

Where the GM is aware of any issue which has, or has the potential of having, implications for a number of employees of Council the GM shall arrange to discuss the matter with the TWU.

10. **RATES OF PAY**

The pay scales for employees covered by this agreement will initially be as follows and unless otherwise specified will include all allowances and over-Award payments within the base rate.

<u>Classification</u>	<u>Base Rate per week</u>
Rapid Rail	\$555.35
Driver - dual rear axle	\$497.00
Driver - single rear axle	\$485.40
Driver (mobile cart)	\$504.80
Offsider - Mobile Containers	\$477.10
Offsider (all others)	\$457.50

These rates include an increase in the base rate of pay of \$20.00 for each classification and will be effective from the date of signing of this agreement by all parties.

A further payment of \$15.00 on and from the first pay period after 14th March 1995, will be made subject to the changes in productivity indicated in this Enterprise Agreement being achieved.

It is agreed that the rates of pay contained in this Agreement shall apply to all permanent employees employed by Council as at the date of signing this Agreement.

11. **SKILLS/PERFORMANCE BASED PAY**

Current Employees

It is agreed that each Rapid Rail driver will pick up a minimum of 1050 bins (i.e. 3 loads of 350 bins during summer) of 240 litre capacity each day. A bonus of 20 cents per bin will be paid for each bin over 780 bins picked up on any one day. It is also agreed that this bonus is a standard rate and penalty rates do not apply.

New Employees

It is agreed that each Rapid Rail driver appointed after the date of the signing of this agreement will pick up a minimum of 1050 bins (i.e. 3 loads of 350 bins during summer) of 240 litre capacity each day. A bonus of 20 cents per bin will be paid for each bin over 900 bins picked up on any one day. It is also agreed that this bonus is a standard rate and penalty rates do not apply.

Winter Operations

If during winter it can be established that weights are down, then at the discretion of the Garbage Consultative Committee the number of loads may be reduced.

All Employees

Employees will be given appropriate training to allow them to advance to more highly paid positions. Promotion will be based on competency and a vacancy being available. Employees agree to undertake appropriate skill competency tests.

The parties to this agreement agree to analyse the waste services operations of the Council to determine the optimum number of positions required for each skill level developed within 12 months of the commencement of this agreement.

Every permanent employee will be required to hold a current Class 3B driver's licence.

Permanent clean up drivers, container drivers and offsidiers must be capable of operating automated garbage trucks and may be assigned to those duties as required.

When productivity is claimed, no overtime is payable. Where the hours of work exceed the standard daily hours for any employee, that employee may claim overtime in lieu of the productivity bonus.

Where a number of operators complete a run, the total "claims" for the number of bins for that run cannot exceed the number recorded. In the event that there is a discrepancy, the supervisor will make the necessary corrections.

In the case when a block (i.e., a group of 10 or more bins) or a street of bins is "missed", these bins will be deducted from the operator who "missed" the bins.

Additional collections may be assigned to any operator in addition to their usual workload. Such additional collections to be paid at the agreed productivity rate. No operator will be required to work longer than 11 hours per day.

Where an operator cannot meet the DARG of 1050 bins per day on average over a one month period, the operator will receive a written notice from the supervisor as well as advice on methods to improving performance. If in the next three months the operator cannot meet the DARG of 1050 bins, a conference will be held between the operator, the Union and the Council to determine how to improve the operator's performance. If in the next four weeks the operator does not meet the DARG of 1050 bins, and no other

position is available the poor performance may lead to termination as determined by the GCC. Mechanical failure will be taken into consideration when these calculations are made.

12. COLLECTION SCHEDULE

Operators will be required to complete the "Rapid Rail Operator's Productivity Claim Form" on a daily basis.

All drivers will be required to complete a daily report sheet detailing the day's operation.

It is agreed that garbage services throughout the Sutherland Shire will be "re-blocked" to allow an even distribution of collections throughout the week. The compilation of these runs will be by mutual agreement of the GCC. It is also agreed that each run will have a proportion of high and medium density development to service.

Council reserves the right to "re-block" any run as may be deemed necessary by the Waste Services Manager following consultation with the GCC.

Collection routes for each run will be established within six months of re-blocking. There will be no departure from the established route unless approved by the garbage supervisor.

No vehicle will be permitted to depart Bath Road Depot prior to 5:50am except if the vehicle is travelling to Bundeena or Kurnell or directly to the Tip (unless specifically authorised by the garbage supervisor).

13. COLLECTION METHODS

With the exception of the bulk container service, there are no minimum manning requirements for any operation. For the bulk container service, the minimum manning requirement is two.

It is acknowledged that clean up and bulk container collection methods may be varied due to:-

- * Acquisition of alternative plant
- * Waste minimisation initiatives
- * Changed customer requirements

a) Missed Services

It is agreed that some services reported as being "missed" have not been collected due to residents failing to place the bin out for collection on time. Nonetheless, all reported missed services must be collected as part of the daily work schedule.

If the bin has been "called in" by a driver then the driver who is assigned to pick up the bin will be paid \$2.00. If it has not been "called in" then the driver who is assigned to pick up the bin will collect the bin at the usual productivity rate.

It is agreed that all "missed" services reported as being missed, will be collected by the following day by the operator closest to that service.

If it is found that the resident is regularly requesting a pick up of a missed service, then Council will advise the resident in writing that the bin will not be picked up.

b) Unserviceable Bins

Where a bin is unable to be serviced due to the type, volume or weight of material in it, the operator will place the appropriate notification attached to the bin. The operator will also immediately notify the garbage supervisor of any such occurrence.

c) Spilt Garbage

Where garbage has been spilt from bins prior to service, the operator will replace the spilt contents into the bin and empty the bin accordingly. The requirement to collect spilt garbage (and inaccessible bins - see below) will apply to 15 bins per day per operator.

d) Inaccessible Bins

Where bins on a normal collection run are rendered inaccessible by parked cars or the like, then the operator will be required to reposition the bin and empty the contents into the garbage compactor. The operator will proceed to place an appropriate notice, as provided by Council, on any bin and/or car involved. If on more than two occasions there is a repetition of a similar nature involving the same bin and/or car, the operator will notify the garbage supervisor who will take all available steps to resolve the situation.

The requirement to service inaccessible bins (and spilt garbage bins - see above) will apply up to 15 bins per day per operator. In home unit areas, and designated medium density development sites, all bins placed out for collection are to be serviced regardless of the bins' position or accessibility.

e) Clean-up Materials

Where clean up materials have not been left out in accordance with the clean up notice delivered to residents, the driver may leave the appropriate notification to the resident. The garbage supervisor shall make the final decision as to whether such materials remain uncollected.

f) Compaction of Garbage Materials – Rapid Rail vehicles

The body of a Rapid Rail vehicle is not to be raised to assist in compaction. It is agreed that severe disciplinary action (including the issuing of a final warning) will occur for employees identified as using this practice.

14. HOURS OF DUTY

The standard working day for permanent employees will be 8.45 hours, based on a nine day fortnight from Monday to Friday. The hours of work will be from 5.30am to 2.30pm for 9 days and a paid rostered day off each fortnight. For new employees, this RDO day can be on any day of the week. It may not necessarily fall on a Monday or Friday. Payment for work on a Saturday or Sunday will be at overtime rates in accordance with the Local Government (State) Award.

No employee will be able to work their RDO to obtain payment unless in accordance with Clauses 23 or 24 (Sick Leave, Compassionate Leave). No additional payment will be made for working an RDO day unless directed. The rostered day off (i.e. the 10th day in each fortnight) will be staggered for various groups of employees to ensure that an adequate supply of labour is available each day to meet Council's requirements.

All employees will be required to take the rostered day off on a fortnightly basis. There will be no accrual of actual hours worked except in special circumstances as approved by the Department Head. Employees will have a fixed RDO unless permitted by the Waste Services Manager to take an alternative day. Where a rostered day off falls on a public holiday, the employee will take that day off as an RDO and accrue a day in lieu.

Council and the Union agree that working hours and lunch break can be varied if necessary, providing it is mutually agreeable to both parties and is in accordance with the law.

It is agreed that drivers may start early on Christmas Day and Good Friday subject to the opening hours of the tip. The commencing time will be negotiated from time to time by the Garbage Consultative Committee.

For new employees, when occasional operational difficulties occur, starting and finishing times may be altered (with 24 hours notice), by the Waste Services Manager.

A system whereby the statistics are examined concerning

- mechanical problems
- accidents
- complaints recorded,

will be implemented.

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If an employee is identified by the GCC as the cause of these problems, then a comprehensive training programme will occur i.e. Where an operator is identified he will be provided with advice on methods to resolve the problems. If after one month there is no improvement then further advice and training will occur. If there is no further improvement then after 1 month then the employee will be required to work the full hours of the shift.

If there is no improvement despite the employee working the full shift the employee will be re-classified to either clean up or container crew.

Where vehicles are not available for employees to carry out their normal duties, such employees may be assigned alternative duties as determined by the garbage supervisor. Such duties to be carried out until the completion of the standard hours of work.

15. PERMANENT PART-TIME EMPLOYEES

In an effort to provide stable employment, it is agreed that permanent part-time employees will be engaged in preference to casual labour (in consultation with the GCC).

Permanent part-time employees will be employed on a minimum of three set days (25.35 hours) per week. Such employees will be given preference to any relief work additional to their three set days. Payment for additional days worked will be at the standard rate of pay.

Payment for all ordinary hours will be based (on a pro-rata basis) on the rates of pay outlined in Clause 10 of the Agreement.

Overtime

Overtime for permanent part-time employees will only be payable when the actual hours worked in each fortnightly period is in excess of 76 hours. Payment will only be made on the following basis: (a) for the first four hours over seventy six - time and one half; (b) for hours over eighty ~~two~~ - double time. Any overtime payable will be made in the following week. *PH JR*

Provision for Sick Leave

Sick leave will be paid in accordance with Clause 23 of the agreement with the following exceptions:-

- * The five days referred to in Clause 23 (ii) will be three days for permanent part-time employees;
- * Payment of sick leave for periods over 6 days will be only for set work days - i.e., payment will not be made for non set days;
- * The \$30 referred to in Clause 23 (iii) will be \$18 for permanent part-time employees.

PH JR
PH JR T.W

Annual Leave

Twelve (12) days annual leave will be provided after each twelve months service. Adjustments to annual leave entitlements will be made for all ordinary hours worked in excess of 25.35 hours per week on a prorata basis.

Public Holidays

Where a permanent part-time employee works on a public holiday, pay will be at the rate of time and two-thirds but the employee will not accrue a day in lieu.

Where a permanent part-time employee does not work on a public holiday, payment will be at the rate of two-thirds the standard daily rate.

Workers Compensation: Workers compensation pay will be made on the basis of the average hours worked per week over the previous twelve month period.

16. PUBLIC HOLIDAYS

For all employees, after the date of this agreement, public holidays will be considered as part of the normal working week and will be worked as normal and will be dealt with as follows:-

- a) For existing permanent employees who work on a public holiday payment of time and one half will be paid and the employee will accrue a day in lieu.
- b) For new permanent employees who are required to work on a public holiday, payment of single time will be paid and the employee will accrue a day in lieu.

17. DRIVERS LICENCE

Separate payment for licences/permits will not be made as they are incorporated in the employees' rate of pay.

18. CONDITION OF VEHICLES

Where required, and washing facilities are provided at either Lucas Heights Tip or Bath Road/Ethell Road Depots, the internal area of the compactor shall be thoroughly cleaned by the operator prior to the completion of each day's work at the designated wash area. Any contents dislodged from the compactor are to be collected by the driver and deposited in the container supplied.

All drivers are required to fuel their vehicle at the completion of each day's work. When this is not possible, vehicles are to be refuelled prior to leaving the depot for the following day's work.

Vehicle inspections are to be carried out by the driver in accordance with the vehicle inspection schedule. The completed inspection form shall be delivered to the garbage supervisor prior to leaving the depot.

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The cabin of each truck shall be kept clean and free from dirt and litter.

It is the responsibility of each driver to be aware of and ensure that vehicles do not exceed RTA weight limits. Where any breach is incurred and the driver knowingly has overloaded the truck and where it is found that the driver has loaded the vehicle in excess of the 350 bins per load as indicated in Clause 11 (unless authorised by the Supervisor), the driver of the vehicle will be responsible for the payment of any penalties.

It is agreed that employees will provide all practical assistance to mechanical staff attending break downs in the field. Such assistance includes any necessary work required to make safe or clear the area in the vicinity of the break down, (e.g., such as the spreading of sand on oil spills and the clearing of spilt garbage).

19. PAYMENT OF WAGES

It is agreed that Council and the TWU will work toward implementing a system of fortnightly pay for those employees where Council believes it is appropriate to do so. All entitlements for the fortnightly period will be paid in two equal instalments on the following two Fridays.

If a fortnightly pay were to commence employees would be paid one week of annual leave (without loading) for the second week of the initial fortnightly period which would then be deducted from the employee's entitlements on resignation, retirement or termination.

20. ALLOWANCES INCLUDED IN RATE OF PAY

Council will include all allowances which are regularly received by an employee in his or her rate of pay.

21. EMPLOYEE ASSISTANCE PROGRAMME

An employee assistance programme will be organised by Council to provide Counselling and ongoing support to employees with personal problems.

22. CONTINUOUS IMPROVEMENT

All employees agree to be fully involved in Council's programs and processes for continuous improvement. All employees are committed to seek continuous improvement by;

Developing a positive attitude

Accepting change

Making suggestions to achieve improvement

- . Identifying and solving problems at the closest point of action
- . Taking advantage of training
- a) Job Redesign/Work Enhancement
Employees and management agree to the principles of the job redesign/work enhancement process which concentrates on increased employee involvement, multi-skilled work teams and the encouragement of all employees to seek continued improvement in all aspects of Council Business, as well as developing their own personal abilities.
- b) Customer Importance
Employees and management recognise the importance of "customers" in our operating environment both internally and externally.
- c) Teamwork
Employees and management support the fundamental principle of working in teams. Through training teams will have greater opportunities to expand and accept responsibility for their own work units, projects and assignments.

During normal working hours as specified in Clause 14 and in addition to normal collection duties, all rapid rail operators must attend discussion/training sessions up to 1 hour per fortnight when required for the purposes of giving feedback and gaining knowledge on the garbage operations. Payment for such training is incorporated in the base rate of pay.

Longer training programs where the employee will be taken off the job will also occur.

Where any employee is required to attend training program(s) in lieu of normal collection duties, the base rate of pay will apply.

23. SICK LEAVE

A new system of sick leave will be implemented commencing from the implementation date of this agreement. The sick leave system will operate as follows:-

For employees employed as at 1st April 1994

- (i) Council will provide unlimited paid sick leave of up to 104 weeks in total (with an extension to this period at the discretion of Council). If the period of sick leave is to be 6 days or more then the employee will provide a medical certificate (from a registered medical

practitioner). The Garbage Consultative Committee will review all sick leave applications of six days or over and if necessary will use the conditions in Clause 12 (iv) of the Award.

Employees agree to participate in Council's rehabilitation programme to assist them to return to work.

(ii) 5 days sick leave without a medical certificate will be allowed each 12 months either as ½ days, single days, or multiple day absences.

For any of the five days untaken in the 12 month period, employees will be given the choice of either:

- a) Preserving the entitlement and carrying it into the next year to be used in addition to the 5 days available in that year; or
- b) Payment as a good attendance bonus equivalent to the balance of the threshold 5 days sick leave not taken as at the end of the sick leave year (which will be the period dating from the implementation of the EA).



If the employee wishes to preserve the benefit in one year and then request payment for the period in the next year in addition to that year's entitlement they may do so.

When any more than the 5 days (or other accumulated days) above have been taken in any one 12 month period, any other periods up to a maximum of 5 days must be covered by a medical certificate from a registered medical practitioner and this leave must be taken from some other form of leave; ie., time in lieu, changed RDO (where this is convenient to the organisation), annual leave, long service leave.

Any "unused portion of accumulated sick leave" entitlement up to the date of this agreement may be used for this purpose until that form of leave is exhausted.

Any period of leave covered by a medical certificate which is 6 days or more duration shall be paid as sick leave in accordance with the commitment under (i) above. Prior to using any unused portion of the accumulated entitlement, the 5 days referred to above must be exhausted.

Council will also provide a system whereby an employee who has been required to take some form of leave i.e. Annual Leave, Long


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Service Leave to cover a sick leave absence will be able to "make up" time to allow reinstatement of the leave if necessary. This will be by working an RDO or additional time (required by the organisation) and accruing time in lieu for the absence.

- (iii) Every employee employed prior to the commencement of payments of the rates of pay as specified in Clause 10 of this agreement will be eligible for a payment of \$30.00 per week which will be incorporated into the base rate of pay.

If any change is made to this sick leave clause in future Enterprise Agreements within five years then this payment will be renegotiated to reflect the change.

For employees employed after the 1st April 1994

Employees in their first 12 months of service will be entitled to five days leave without a medical certificate which may be taken as either half days, single days or multiple days absences.

For any of the five days untaken in the 12 month period, employees will be given the choice of either:

- i) Preserving the entitlement and carrying it into the next year to be used in addition to the 5 days available in that year; or
- ii) Payment as a cash payment as at the end of the sick leave year (which will be the period dating from the implementation of the EA). When cash payment is made, the number of days for which payment is made will become part of the "unused portion of accumulated sick leave" (see below), however, this accumulation can only be used for periods of greater than 6 days sick leave in accordance with clause (i).

If the employee wishes to preserve the benefit in one year and then request payment for the period in the next year in addition to that year's entitlement they may do so.

When any more than the 5 days have been taken in any one 12 month period, any other period must be covered by a medical certificate from a registered medical practitioner and this leave must be taken from some other form of leave; ie., time in lieu, changed RDO (where this is convenient to the organisation), annual leave, long service leave.

No other sick leave entitlements will be available in the employees' first 12 months. After 12 months, the conditions applicable to other permanent employees (with greater than 12 months service) will apply.

24. **COMPASSIONATE LEAVE**

Paid Compassionate Leave of up to 3 days per annum will be provided for the following circumstances:-

1. In the event of the death of an immediate family member i.e. wife, husband, child, mother, father, mother-in-law, father-in-law, brother, sister, or spouse.
2. To attend the funeral of the above relatives plus grandmother, grandfather, sister-in-law, brother-in-law.
3. Leave for the purpose of attending to the illness of a wife, husband, child, parent or spouse.

In the case of the death or funeral of a relative appropriate documentation (eg a newspaper clipping) must be provided to substantiate the leave application. In the case of attending to the illness of a wife, husband, child, parent or spouse a medical certificate indicating that it was necessary for the employee to be present must be provided.

In addition to the above, employees may - with the prior approval of their supervisor - take short periods of time off to allow them to carry out matters of a personal nature. This may include such matters as emergency appointments, caring for children in emergencies, to attend funerals of close family friends, for personal illness or injury. In such cases an application for annual leave of less than one day, or time in lieu (already worked) will be made and Council will provide the same system of allowing time to be made up to allow reinstatement of the leave taken (as indicated in the sick leave clause). Time in lieu of up to 2 days credit or debit may occur.

This system of time in lieu will not be available to allow an employee to add time to other time off (such as RDO's, weekends or other accumulated leave) to allow them to take a holiday. It must be used only for compassionate circumstances.

25. **WAGES STAFF APPRAISAL**

A wages staff appraisal system will be implemented with the full co-operation of employees and management, commencing immediately.

26. **CASUAL EMPLOYEES**

It is agreed that casual employees will be engaged from a common pool of casual employees who are engaged on a casual basis within various areas of Council's operations.

It is agreed that casual employees will be paid for the hours worked (Monday to Sunday, including Public Holidays) at the appropriate wage rates specified in

Clause 10, plus a 20% loading which is intended to compensate for entitlements under the Annual Holidays Act 1944.

27. COMMITMENT

The union undertakes that for the life of this Agreement, there shall be no further salary increase sought, or granted, except for those granted under the terms of this agreement.

This agreement shall not operate to cause an employee to suffer a reduction in ordinary time earnings, or departure from the standards of the Australian Industrial Relations Commission in regards to hours of work, annual leave with pay, long service leave with pay.

The parties to this agreement are committed to ensuring all processes and strategies undertaken and implemented in accordance with this agreement will be with the parameters of the EEO and O.H. & S. Acts.

28. ANNUAL LEAVE/LONG SERVICE LEAVE

Four weeks annual leave will be provided after each 12 months service for permanent full time employees. All leave will be paid at the base rate.

29. LONG SERVICE LEAVE

Employees will not be required to take long service leave within five years of it falling due.

30. OVERTIME AND PUBLIC HOLIDAYS

Time Off in Lieu of Overtime

It is agreed that time off in lieu of overtime or time worked on public holidays can be granted in lieu of payment provided both Council and the employee agree. Time in lieu accumulated in this way will be used for the purposes of Clauses 23 and 24 (Sick Leave & Compassionate Leave). Time will be accrued on the basis at which it is worked; i.e, for each hour worked, one hour of time in lieu will accrue (no overtime rates are payable).

Time in Lieu of Productivity

It is agreed that time in lieu may be made up by picking up additional bins. It is agreed that 100 bins extra will be required to be picked up for each 1 hour time in lieu.

31. DISCIPLINARY PROCEDURE

Where an employees work performance, sick leave pattern or conduct is considered unsatisfactory the Disciplinary procedure in the Municipal and Shire Council Wages Staff Award will be followed.

32. DISCIPLINARY PROCEDURE FOR NOT WEARING SAFETY GEAR

Specific disciplinary procedure for not wearing or using safety equipment will apply. The disciplinary procedure will be as follows:-

- (a) If an employee fails to wear or use safety equipment as required by Council he/she will be given a verbal warning by his/her supervisor or Department Head. A written record will be kept of this warning in the Supervisors own notes.
- (b) If he/she again fails to wear or use safety equipment on a second occasion he/she will be given a second verbal warning by his/her supervisor or Department Manager. Notification will then be made to the appropriate Safety Committee to allow the Committee to arrange appropriate training of the employee if necessary.
- (c) If the employee again fails to wear or use appropriate safety equipment then he/she will be warned in writing by the Director.
- (d) If the employee again fails to wear or use appropriate safety equipment then he/she will be suspended with a loss of one day's pay.
- (e) If the employee again fails to wear or use appropriate safety equipment within six months of the one day suspension, he/she will be suspended for three days without pay.
- (f) If the employee again fails to wear or use safety equipment within six months of the second suspension, then termination of the employee will occur in accordance with the Award.

33. WORKERS COMPENSATION PAY

- (i) Each employee having had two weeks continuous employment with the Council shall be paid a sum equal to the difference between the amount of compensation and their base rate to which they would be entitled for the period of absence from duty if the absence from duty of such employee arises from circumstances which give right to payment of compensation under the Workers Compensation Act, 1991, as amended, provided that the Council shall pay up to a period of six months in respect of the same injury and thereafter payment to be made at the discretion of Council.

- (ii) The base rate referred to in this sub-clause shall be the base rate of pay in accordance with this agreement; i.e., the pay level applicable when any form of leave is taken.
- (iii) Workers Compensation claims will be handled expeditiously by Council as a self insurer. Payment for A workers compensation claim will be made as soon as the claim is accepted by Council following appropriate medical advice. If a claim is denied by Council then sick pay can be claimed in accordance with the provisions of Clause 23 (sick leave). Payment of sick leave will be made only after the claim has been processed and declined.

If necessary, a disputed claim can be discussed by the GCC with the intention of resolution.

34. **WET WEATHER CLOTHING**

The Council shall supply to all employees wet weather clothing as mutually agreed and required from time to time by the parties to this Agreement.

35. **REDUNDANCY**

In the event that Council finds it necessary, following consultation with the Union, to reduce its workforce through redundancy of employees, the following conditions will apply.

- (i) (a) A severance lump sum of four (4) weeks payment will be made.
- (b) A service related payment of three (3) weeks per completed year of service will be made. Employees who have six (6) months or greater service will be eligible for pro-rata entitlement of a further year.

(ii) All employees

For each employee over 40 years at the date of retrenchment, a payment of \$200.00 per completed year of service will be made. Employees with six months or greater service will be eligible for pro-rata entitlements based on completed months of service, i.e. if an employee has eight months service, he/she will be entitled to 8/12 of \$200.00.

(iii) Payment of all annual leave entitlement (including pro-rata).

(iv) Payment of pro-rata long service leave in accordance with the appropriate Act, Award and the Enterprise Agreement.

- (v) Payment of cumulative sick leave in accordance with State legislation, the Award, this Enterprise Agreement, conditions of employment and entitlement.
- (vi) Superannuation - entitlements to be based on a "retrenchment" notification being supplied to the State Authorities Superannuation Board. Payments to be paid by the Board in accordance with their guidelines.
- (vii) Employees to be retrenched will be given as much notice as possible of impending redundancy, but will be given a minimum of four weeks notice.
- (viii) Payments shall only be made to employees who are declared redundant by Council, and provided such employees terminate their services on the date nominated by Council.
- (ix) If Council agrees to any redundancies applications for "voluntary" redundancy can be made by any Garbage Staff employee. However, agreement between the Union and Council will occur on who will be offered the redundancy package. This agreement will be based on factors such as skills to do the job possessed by those employees not volunteering to be made redundant, absenteeism, attitude to the job, attitude to supervision, care of equipment/tools, seniority and medical fitness for the position as assessed by Council's doctor.
- (x) Once an employee indicates a willingness for "voluntary" redundancy and agreement is reached between representatives of the Union and Council that he/she can be made redundant, then that employee must accept redundancy.
- (xi) The rate of pay to be applicable for redundancy purposes is to be the "base" rate of pay.
- (xii) It is agreed that the redundancy package may be re-negotiated at the expiration of this Enterprise Agreement.

36. LEAVE REQUIREMENTS

- (i) Employees who absent themselves from duty either due to sickness or other circumstances, shall advise Council prior to commencement of such absence, and if not, as soon as practicable, having regard to any extenuating circumstances, giving the reason and, where possible, the expected duration of the said absence.

- (ii) An employee who absents himself/herself in excess of five consecutive working days without prior approval or without notifying Council in accordance with sub-clause (i) of this clause, or due to sickness, accident or other extenuating circumstances satisfactory to Council, subject to Council endeavouring to contact the employee by registered letter to his last address notified to Council, and failing a reply to such letter within two weeks, shall be deemed to have abandoned his employment and, subject to the Local Government Act, have his/her employment terminated.
- (iii) An employee who repeatedly absents himself/herself without prior approval or without notifying Council in accordance with subclause (i) of this clause, or due to sickness, accident or other extenuating circumstances as satisfactory to Council, and after the disciplinary procedure has been followed, shall be liable to have his employment terminated subject to the Local Government Act.

37. INDUSTRIAL CLOTHING

All employees covered by this Agreement will be supplied with 5 sets of shirts and trousers and safety boots and a hat as required. They will be Council set issue as a formal uniform.

Clothing and safety equipment (including safety boots) which is "worn out" will be replaced when returned to the store. A decision on whether clothing is worn out will be made by the Head of the Store following a recommendation from the employees' supervisor. Any dispute will be referred to the Department Manager for decision.

It is further agreed that any employee who is required to work outside the vehicle will wear long sleeved shirts, long trousers and a hat at all times. Suncream will be supplied by Council and employees agree to wear it when exposed to the sun.

38. PAYMENT OF COUNCIL RATES BY DEDUCTION

Council will allow employees the opportunity to pay rates by deduction from the employees pay providing the payments are made in the following manner:-

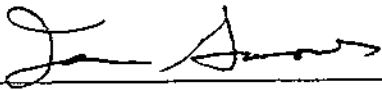
- (i) The total initial quarterly payment is made by the due date.
- (ii) Other payments are made by payroll deduction so that they satisfy the quarterly payment due date.
- (iii) No receipts shall be issued other than pay slip.

To allow the initial quarterly payment to be made an initial quarterly payment will be required.


If for some reason the total quarterly payment is not able to be deducted from the employees pay, then the employee must make up any arrears payable otherwise daily interest will accrue.

39. SIGNATORIES

Signed for and on behalf of
Sutherland Shire Council




Mayor



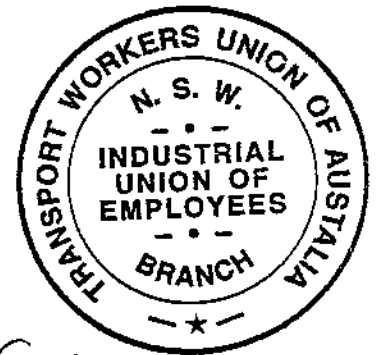
General Manager


Signed for and on behalf of

The Transport Workers Union of
Australia



Steve Hutchins
State Secretary/Treasurer
T.W.U of Australia (NSW Branch)





Les Townsend
Witness

