

ENTERPRISE AGREEMENT

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LIDCOMBE LIQUID WASTE PLANT

AND

CASTLEREAGH WASTE  
MANAGEMENT CENTRE

WASTE RECYCLING AND  
PROCESSING SERVICE

ENTERPRISE AGREEMENT

1995

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**1. TITLE**

This Agreement shall be known as the **Lidcombe  
Castlereagh Waste Management Centre Enterprise Agreement 1994.**

**2. PARTIES**

The parties to this Agreement are the Waste Recycling and Processing Service of New South Wales, the Public Service Association of New South Wales and the A.W.U FIME Amalgamated Union N.S.W..

**3. ENTERPRISE**

The Enterprise Agreement covers the pay and conditions of employment of staff at the Lidcombe Liquid Waste Plant and the Castlereagh Waste Management Centre.

**4. DEFINITIONS - GENERAL**

(Includes the occupations to which the Agreement relates)

"Act" means the Waste Disposal Act 1970.

"Agreement" means this Enterprise Agreement.

"Association" means the Public Service Association of New South Wales.

"Union" means the A.W.U. FIME Amalgamated Union N.S.W..

"Waste Service" means the Waste Recycling and Processing Service of New South Wales.

"Plant" means the Liquid Waste Plant, a business unit of the Waste Service.

"Castlereagh" means the Castlereagh Secure Landfill Depot.

"Managing Director" means the Chief Executive Officer of the Waste Recycling and Processing Service of New South Wales as listed in Part 3, Schedule 3A of the Public Sector Management Act 1988.

"Plant Manager" means the Plant Manager of the Liquid Waste Plant.

"Manager, Scientific Services" is the Manager, Scientific Services of the Waste Service.



**"Staff"** means all persons who are permanently or temporarily employed under the Act at the Liquid Waste Plant and Castlereagh Secure Landfill Depot and who, as at the operative date of this Agreement were occupying one of the positions covered by the Agreement, or who, after that date, are appointed to or employed in one of such positions.

**"Liquid Waste Officer"** means the single classification structure by which all staff members are entitled.

**"Dayworker"** means a staff member whose ordinary hours of work are normally performed between 6.00 a.m. and 6.00 p.m. daily, Monday to Friday.

**"Continuous Shift Worker"** means a staff member working on a seven-day shift roster which requires the member to be regularly rostered to work on Saturdays, Sundays and Public Holidays.

**"Non-Continuous Shift Worker"** means a staff member whose ordinary hours of work are normally performed on either a two or three-shift roster, Monday to Friday.

**"Waste Receivals / Plant Attendant"** means a staff member whose normal duties include but are not limited to the receipt and transfer of waste materials, housekeeping, plant servicing and other general plant duties.

Salary range is LWO Grade 1 level 1 to LWO Grade 2 level 2 (in 5 steps)  
(Refer to Attachment D for actual steps on scale).

**"Process Operator"** means a staff member who is required to operate all or any part of the waste treatment plant, whether such operations be performed on daywork or on shift.

Salary range for shift process operators is LWO Grade 2 level 3 to LWO Grade 3 level 5 (in 6 steps).

Salary range for daywork process operators is LWO Grade 2 level 3 to LWO Grade 4 level 1 (in 6 steps).

**"Maintenance Services Technician" - Grade 1** means a staff member, other than a qualified tradesperson, who is semi-skilled and experienced in general plant maintenance and who may be required to hold a Certificate of Competency for performance of work such as, but not limited to, rigging or erection of scaffolding.

Salary range is LWO Grade 1 level 5 to LWO Grade 3 level 1 (in 5 steps).

**"Maintenance Services Technician" – Grade 2** means a qualified tradesperson experienced in general plant maintenance.

Salary range LWO Grade 3 level 2 to Grade 3 level 5 (in 3 steps).

**"Maintenance Services Technician" – Grade 3** means a qualified tradesperson who, in addition to being experienced in general plant maintenance, holds post-trade specialist qualifications and who is required to perform duties higher than those performed by a Maintenance Services Technician Grade 2.

Salary range is LWO Grade 4 level 3 to LWO Grade 5 level 4 (in 5 steps).

**"Maintenance Services Technician Special Grade"** means a qualified electrical tradesperson who holds a post trade industrial electronics qualification and who has completed two years experience at the Plant.

Salary range is LWO Grade 5 level 5 to LWO Grade 5 level 6 (in 2 steps).

**"LWP Supervisor"** means a staff member who holds relevant qualifications and has extensive process plant experience whose duties comprise the supervision of day to day activities at the Liquid Waste Plant.

Salary range is LWO Grade 6 level 3 to LWO Grade 8 level 1 (in 5 steps).

**"Clerical Officer LWP"** means a staff member whose duties include clerical stenographic and weighbridge functions in the Liquid Waste Plant administration office.

Salary range is LWO Grade 2 level 5 to LWO Grade 4 level 1 (in 4 steps).

**"Laboratory Technician"** means a staff member who holds the equivalent of a Chemistry Certificate or who has appropriate experience and where duties are generally related to the work carried out in the plant laboratory.

Salary range is LWO Grade 1 level 5 to Grade 6 level 1 (in 12 steps).

**"Laboratory Chemist"** means a staff member who holds a degree or diploma in Analytical or Industrial Chemistry or equivalent and whose duties generally relate to the supervision and / or conduct of analytical work done in the laboratory.

Salary range is LWO Grade 2 level 5 to LWO Grade 9 level 1 (in 13 steps).

**"Technical Sales Officer LWP"** means a staff member whose duties generally relate to contact with and providing service and technical advice to Liquid Waste customers.

Salary range is LWO Grade 6 level 2 to Grade 9 level 1 (in 7 steps).

**"Laboratory Manager LWP"** means a staff member who holds a degree in analytical or industrial chemistry and whose duties are the overall management of the LWP laboratory.

Salary range is LWO Grade 9 level 3 to LWO Grade 10 level 5 (in 5 steps).

**"Process Engineer"** means a staff member who holds a degree in Chemical Engineering and who is eligible for graduate membership of the Institution of Engineers. Their duties include providing advice on process matters at the Plant, developing proposals for modifications to the Plant, monitoring all aspects of Plant performance and managing the Plant safety program.

Salary range LWO Grade 8 level 4 to LWO Grade 10 level 5 (in 7 steps).

**"Plant Systems Engineer"** means a staff member who holds a degree in Chemical Engineering or a related engineering discipline and who is eligible for graduate membership of the Institution of Engineers. Their duties include the development and maintenance of all computer based management systems and process control systems in the Plant and co-ordinating the Plant's quality management processes.

Salary range LWO Grade 6 level 3 to LWO Grade 9 level 4 (in 8 steps).

**"Plant Maintenance Engineer"** means a staff member who holds a degree or diploma in Mechanical or Electrical Engineering or equivalent and who is eligible for membership of the Institution of Engineers. Their duties include an overview and planning of all maintenance activities at the Plant, providing advice on relevant engineering matters and developing capital expenditure programs for the Plant.

Salary range is LWO Grade 6 level 3 to LWO Grade 9 level 4 (in 8 steps).

**"Clerical Officer Castlereagh"** means a staff member whose duties include clerical, typing and weighbridge functions at the Castlereagh Waste Management Centre.

Salary range is LWO Grade 1 level 1 to LWO Grade 2 level 2 (in 4 steps).

**"Field Officer Castlereagh"** means a staff member whose duties comprise all day to day activities at the Castlereagh Waste Management Centre.

Salary range is LWO Grade 1 level 1 to LWO Grade 2 level 2 (in 5 steps).

**"Supervisor Castlereagh"** means a staff member who has extensive experience in supervising Landfill Waste disposal operations and whose duties comprise the supervision of all day to day activities at the Castlereagh Waste Management Centre.

Salary range is LWO Grade 4 level 2 to LWO Grade 5 level 4 (in 5 steps).



"Base Pay" are the rates of pay scheduled at clause 13.1 of this Agreement.

These rates include a sum previously paid as a 17½% annual leave loading and for the classifications of Process Operators, Maintenance Services Technicians (all grades) and Waste Receivals / Plant Attendants the sum of \$528 previously paid in recognition of special qualifications and the holding of a first aid certificate and a fork lift driver's licence.

"Annualised Pay" is the rates of pay scheduled at clause 13.2.

The annualised pay rate is the ordinary time salary paid to all employees on continuous shift work and include penalty rates and allowances associated with shift work.

## **5. INTENTIONS**

- 5.1 The purpose of this Agreement is to regulate the rates of pay and conditions of employment of all staff at the Plant and Castlereagh, excluding the Plant Manager of the Liquid Waste Plant and Manager, Scientific Services employed by the Waste Recycling and Processing Service of NSW.
- 5.2 It is intended that the Agreement will provide a suitable basis and framework for the parties to implement at the organisation level appropriate arrangements to ensure that Corporate objectives are met.
- 5.3 The Agreement will help facilitate the processes necessary to enhance the productivity of the Plant and Castlereagh and provide a better return to the organisation, the staff, and the community.

## **6. QUALITY**

- 6.1 The parties agree to seek Australian Standard AS3902 certification for Quality Service at the Plant by the end of the term of the Agreement. The details of how this is to be achieved will be set out in a jointly developed document that is agreed upon by the Consultative Committee (refer to clause 10). As far as practicable and to meet the requirements of AS3902, existing practices will form the basis of the processes involved in achieving certification.
- 6.2 It is agreed that, should Quality Service certification, as referred to in clause 6.1, be achieved during the term of this Agreement, all members of staff employed at the Plant at the date of certification will benefit from a bonus payment in the amount of \$200.00 each after certification.
- 6.3 It is agreed that the parties will seek National Association of Testing Authorities (NATA) registration of the Plant laboratory within six (6) months of registration of the Agreement.

## 7. SAFETY

- 7.1 The parties are committed to achieving 5 Star Grading under the National Safety Council of Australia 5 Star Safety Program within one year of registration of the Agreement.
- 7.2 One bonus payment, in the amount of \$200.00 each, will be made to all staff at the Plant on the achievement of 5 Star certification as per 7.1.

## 8. TRAINING

- 8.1 The parties understand that staff training is an integral part of providing a quality service to customers.
- 8.2 The Waste Service is committed to providing training which is relevant to the development of each individual member of staff. Full consultation will occur between the Plant Manager or Manager Scientific Services, the staff concerned and their staff-representatives to discuss the implementation of training initiatives. These initiatives will be detailed in a separate and mutually agreed upon document to be drawn up within three (3) months of the registration of this agreement.
- 8.3 Staff training and the attainment of skills will be linked to job requirements which will be determined by the Plant Manager or Manager Scientific Services in consultation with staff concerned and their representatives if required.
- 8.4 All staff are required to hold a set of basic skills in performing their day to day duties. These are: general computing skills; ability to work the weighbridge; ability to handle public enquiries; and the holding of a first aid certificate. Staff will be provided with training if they do not hold these skills at the time of registration of this Agreement.
- 8.5 In addition to the skills required in clause 8.4, Maintenance Service Technicians, Process Operators, Waste Reveal Officers and Liquid Waste Plant Supervisors are required to hold fork lift drivers certificates.

### **Castlereagh**

- 8.6 In addition to the skills required in clause 8.4, the following positions at Castlereagh will have:
- |                               |  |
|-------------------------------|--|
| Supervisor and Field Officer: | experience with and an ability to operate earthmoving equipment. |
| Field Officer:                | class 3 or higher licence for driving heavy vehicles.            |
| Clerical Officer:             | basic word processing skills.                                    |

**9. GUARANTEE OF SERVICE**

- 9.1 All staff of the Plant and Castlereagh agree to support the Waste Service's Guarantee of Service and maintain excellent service to customers at all times.

**10. CONSULTATIVE COMMITTEE**

- 10.1 A consultative committee will be formed within the first month of registration of this agreement to oversee the operation of the agreement and ensure its smooth application. The committee will meet on a bi-monthly basis, or more frequently if the need arises, to monitor progress and discuss issues that arise. Where possible, some or all staff members of the enterprise agreement negotiating committee should be members of the consultative committee.

**11. ADDITIONAL PRODUCTIVITY MEASURES/REFORM PROGRAM**

- 11.1 In exchange for the pay rates expressed in Clause 13 of this Agreement, the parties agree that the following productivity measures/or reform program will be implemented:-
- (i) Flexible working arrangements where the flexitime provisions have been replaced with a rostered day off system of work.
  - (ii) Staff will facilitate and participate in an external review of operations of the Plant the results of which will be made available to the Consultative Committee (see clause 10).
  - (iii) Commitment to examine and implement an extension of the Waste Service Performance Management System by way of the Consultative Committee.
  - (iv) Parties agree to the variations to existing work practices in accordance with Attachment C of the Agreement.

**12. CONDITIONS FIXED BY OTHER INSTRUMENTS OF EMPLOYMENT**

- 12.1 The parties agree that, for the life of this Enterprise Agreement, the salaries, classifications and other conditions of employment expressed in this Agreement replace the rates of pay, classifications and conditions expressed in those awards and agreements listed in Attachment A to this Agreement.

12.2 This Agreement defines the conditions of employment as provided in section 11 of the Waste Disposal Act, 1971 which states:

"11. (1) The Service shall appoint and employ such servants as may be necessary for carrying out the provisions of this Act.

(2) Subject to this Act, every servant of the Service shall continue in the service of the Service at the will of the Service only.

(3) All servants of the Service shall be subject to the sole control and governance of the Service which may fix wages and conditions of employment where they are not fixed in accordance with the provisions of any other Act."

### 13. SALARIES

#### 13.1 Rates of Pay

The rates of pay for staff covered by this Agreement are as follows:

a) Rates applicable on 4th April 1995.

b) Rates applicable after 1st July 1996.

<u>Liquid Waste Officer (LWO)</u>		(a) <u>\$ per annum</u>	(b) <u>\$ per annum</u>
LWO Grade 1	Level 1	26,250	27,501
	2	26,800	28,068
	3	27,200	28,480
	4	27,780	29,077
	5	28,260	29,571
LWO Grade 2	Level 1	28,700	30,025
	2	29,220	30,560
	3	29,790	31,147
	4	30,310	31,683
	5	30,830	32,218
LWO Grade 3	Level 1	31,130	32,527
	2	31,740	33,156
	3	32,050	33,475
	4	32,650	34,093
	5	32,950	34,402
LWO Grade 4	Level 1	33,520	34,989
	2	33,830	35,308
	3	34,450	35,947
	4	35,060	36,575
	5	35,580	37,111
LWO Grade 5	Level 1	35,800	37,338
	2	36,330	37,883
	3	37,400	38,986
	4	38,250	39,861
	5	38,830	40,458
	6	40,500	42,179
LWO Grade 6	Level 1	41,200	42,900
	2	43,150	44,908
	3	43,650	45,423
	4	44,050	45,835
	5	44,440	46,237

LWO Grade 7	Level	1	44,900	46,711
		2	45,300	47,123
		3	45,780	47,617
		4	46,700	48,565
		5	47,170	49,049
LWO Grade 8	Level	1	47,670	49,564
		2	48,060	49,965
		3	49,610	51,562
		4	50,630	52,612
		5	51,180	53,179
LWO Grade 9	Level	1	52,250	54,281
		2	54,200	56,290
		3	54,800	56,908
		4	55,850	57,989
		5	56,400	58,556
LWO Grade 10	Level	1	57,520	59,709
		2	58,650	60,873
		3	59,780	62,037
		4	60,370	62,645
		5	61,570	63,881

13.2 **Annualised Rates of Pay – Continuous Shift Workers (see clause 18.10)**

a) Rates applicable on 4th April 1995.

b) Rates applicable after 1st July 1996.

		(a)	(b)	
<b><u>Liquid Waste Officer (LWO)</u></b>		<b><u>\$ per annum</u></b>	<b><u>\$ per annum</u></b>	
LWO Grade 2	Level	3	45,468	47,540
		4	46,262	48,358
		1	47,514	49,645
		2	48,445	50,606
LWO Grade 3	Level	4	49,834	52,036
		5	50,292	52,508

13.3 All salaries in schedule 13.1(a) will be increased by the amount of \$450.00 on or after the first pay period from 1 July 1995 in recognition of new technologies including, but not restricted to, bio-sludge centrifuge, plant effluent centrifuge, waste air afterburning, plant de-bottlenecking and overtopping at Castlereagh. (Note, this amount is included in the figures in schedule 13.1(b) above).

13.4 The annualised salaries in clause 13.2(b) will be increased by \$687.00 (\$450.00 x 1.5263) on or after the first pay period from 1 July 1995 in recognition of the new technologies referred to, but not restricted to, in clause 13.3. (See also note at 13.3)

13.5 **Increments**

(a) **Payment**

- i. The payment of an increment under this Agreement shall be made only with the prior approval of the Managing Director or a duly authorised officer and will be generally payable on the anniversary of appointment of the staff member to their position.
- ii. The payment of an increment to a staff member is subject to:
  - a. satisfactory conduct of, and satisfactory performance of duties by, the staff member as determined by the Plant Manager or Manager, Scientific Services for the Plant and Castlereagh respectively; and
  - b. satisfaction of any requirements contained in this Agreement for progression of that classification of the staff member.

(b) **Performance Related Pay**

- i. Outstanding performance may be recognised by the Waste Service on the recommendation of the Plant Manager or Manager, Scientific Services on an individual basis by the application of a bonus payment system (progression of up to a maximum of two (2) incremental salary levels) above the staff member's substantive salary level (Clause 13 – Salaries sets out the salary levels).
- ii. Parties will, by agreement through the Consultative Committee, develop guidelines in accordance with clause 13.5(b)i prior to the implementation of the "bonus payment system". These guidelines will include provision for a bonus to be incorporated into an individual salary if the bonus is awarded for outstanding performance over two (2) consecutive years.

(c) **Deferral**

- i. The payment of an increment may be deferred from time-to-time on the recommendation of the Plant Manager or the Manager, Scientific Services if the performance or conduct has been documented as unsatisfactory, but may not be deferred for more than six (6) months at any one time.

- ii. A staff member must be promptly notified in writing of any decision to defer payment of an increment.

(c) Leave to Count for Incremental Purposes

- i. All paid leave counts for incremental purposes.

Authorised leave without pay totalling five days or less in the incremental period counts as service for incremental purposes.

Any period of leave without pay where used for the following purposes counts for incremental purposes:

- part-time service with the Defence Forces;
- to represent Australia or NSW in amateur sport;
- workers' compensation;
- transport strikes;
- sick leave.

- ii. Study leave with financial assistance at the level of full pay will count as full service for incremental purposes. Study leave with financial assistance at the level of half pay will count as half service for incremental purposes.

## 14. ALLOWANCES

- 14.1 In addition to the salaries prescribed in clause 13, allowances will be payable in certain circumstances to recognise particular conditions or increased responsibility required by staff members.

### MEAL MONEY ALLOWANCE

- 14.1.1 A member of staff on daywork or shift work who works more than two (2) hours overtime after his/her ordinary ceasing time, without being notified before leaving his/her work on the previous day that he/she would be required to work overtime, or a shift worker who is called to work with less than twelve (12) hours notice shall be paid the standard sum of \$16.00.

If a dayworker works for a further four (4) hours after the first two (2) hours, he/she shall be paid a further sum of \$16.00 for the second meal.



### DISABILITIES ALLOWANCE

- 14.1.2 An allowance of \$500.00 per annum will be paid (but not for all purposes) in recognition of the disabilities and abnormal working conditions which may, from time to time, be experienced by Maintenance Services Technicians, Waste Receiving / Plant Attendants and the daywork Process Operator in the performance of maintenance and other work.

### TRAVELLING ALLOWANCE

- 14.1.3 A dayworker required to commence work before 6 a.m., other than on a call-back (refer to clause 19.11) will be entitled to a travelling allowance of \$10.70 per day to compensate for additional travelling costs that may be incurred in travelling from their residence to work.

## 15. CONTRACT OF EMPLOYMENT

- 15.1 Staff of the Liquid Waste Plant and Castlereagh Waste Management Centre will be employed under section 11 of the Waste Disposal Act 1970.
- 15.2 Staff members shall be paid not less frequently than each two (2) weeks by Electronic Funds Transfer.
- 15.3 Notwithstanding anything in this Agreement, employment may be terminated by giving the following notice or payment in lieu of that notice depending on the staff member's period in employment:

Period in Employment	Notice Period
1 to 3 years	2 weeks
3 to 5 years	3 weeks
Over 5 years	4 weeks

If the staff member is over 45 years of age and has worked within the NSW Public Sector continuously for two years, the minimum notice will be increased by one (1) week.

- 15.4 A staff member desiring to terminate his/her employment with the Waste Service is required to give two (2) weeks notice in writing to the organisation or such longer period as the organisation may have contracted with any individual member of staff.
- 15.5 A staff member who fails to give a minimum of two (2) weeks notice of intention to terminate his/her employment as prescribed in subclause 15.4 above, may forfeit two (2) weeks pay from any accrued entitlement.
- 15.6 Provided that nothing contained in this clause prevents a staff member's employment being terminated without notice for malingering, inefficiency,

neglect of duty or misconduct and in such cases wages will be paid up to the time of dismissal only.

## **16. PAYMENT OF WAGES**

- 16.1 On each pay day the organisation will supply each member of staff with a statement showing the amount of wages to which he/she is entitled, the amount of deductions made therefrom and the net amount of wages due to the staff member.

## **17. HIGHER DUTIES**

- 17.1 A staff member who is directed to undertake work carrying a higher rate than his/her ordinary classification for more than two (2) hours will be paid at a higher rate for the whole of the day or shift as follows:

For 1-5 days: current rate of pay plus 80% of the difference between the staff member's current rate and the base rate of the higher position.

For 6 or more days: 100% of the base rate of the higher position for the whole period of relief.

## **18. HOURS OF DUTY**

- 18.1 A flexible and adaptive approach will be adopted by members of staff and management in relation to normal working hours and working arrangements.

- 18.2 The ordinary hours of duty for all members of staff covered by this Agreement will not exceed an average of thirty eight (38) hours per week over a four (4) week cycle.

- 18.3 Transitional arrangements

Although the ordinary hours of duty for staff covered by this agreement will be thirty eight (38) hours per week it is recognised that some staff have traditionally worked a thirty five (35) hour week. In recognition of the change to this standard and the family commitments of some staff members these staff members will be given an option to retain the previous standard hours under this provision.

This option will be made available to staff who request the retention of their thirty five (35) hour week arrangement and will be subject to the approval of the Plant Manager.

Staff who have availed themselves of this option will be paid in accordance with the salary scales at clause 13 of this agreement on a pro rata basis (35/38). All other conditions of employment contained in this agreement will continue to apply to those staff members granted this option.

## Dayworkers

- 18.4 The organisation, with full consultation with members of staff, will determine the daily starting and finishing times of individual staff members to provide coverage between the hours 6.00 a.m. and 6.00 p.m., Monday to Friday if necessary, to meet the needs of customers. Starting and finishing times will provide for a minimum of seven (7) hours per shift to be worked on a minimum of sixteen (16) days and a maximum of twenty (20) days over a four (4) week period.-
- 18.5 The parties agree that, for full time staff employed at the date of registration of this agreement, starting and finishing times applying will continue to apply unless there is a substantive change to the business, or as varied by mutual agreement.
- 18.6 The taking of rostered days off will be agreed between the Plant Manager, the Manager, Scientific Services and staff engaged on daywork.
- 18.7 Once having been determined, the daily starting and finishing times and the schedule of rostered days off may be varied to meet short term needs by agreement or a minimum of six (6) working days notice given by the organisation.
- 18.8 Subject to organisational convenience, members of staff who are unable to take their rostered day off in any four (4) week settlement period due to work requirements, may accumulate up to five (5) rostered days off per year which may be taken with recreational leave.
- 18.9 Members of staff can not be required to work more than 5 hours in one continuous period without an unpaid meal break of at least 30 minutes.

In the event that a staff member is directed to continue working without a meal break she/he will be paid at the appropriate overtime rates for time worked between five (5) hours from the commencement of work until the time when a meal break is provided.

## Continuous Shift Roster

- 18.10 Continuous shift roster means a roster designed to provide plant operation twenty-four (24) hours per day, seven (7) days per week and where the employee is regularly required to work on Saturdays, Sundays and Public Holidays.
- 18.11 Shift cycles will be on a twelve (12) hour basis. Mutually agreed upon rosters will be established by the parties in order to co-ordinate shift work.

18.12 Except as provided in Clause 19 - Overtime, work performed on a twelve (12) hour rostered shift shall form part of the ordinary hours as prescribed in subclause 18.9 above.

**Continuous Shift Work - Shift Allowances, Weekend and Public Holiday Rates**

18.13 All the following rates are incorporated in the annualised salary rate of continuous shift workers at the Plant (see clause 13.2). They are contained in this document for the purpose of keeping a record of the calculations only.

i. **Shift Allowances - Continuous Shift Work (Twelve Hour Shifts)**

Day shift, 6 a.m. - 6 p.m.	Nil
Night shift, 6 p.m. - 6 a.m.	25%

ii. **Weekend and Public Holiday Rates - Continuous Shift Workers - Twelve Hour Shifts**

During twelve (12) hour shift operation, a shift commencing at 6 p.m. on Friday is deemed to be a Friday shift and shall attract a shift loading of twenty-five (25) per cent. Shifts commencing at 6 a.m. and 6 p.m. on Saturday are deemed to be Saturday shifts and shall be paid for at time and one half. Shifts commencing at 6 a.m. and 6 p.m. on Sunday shall be deemed to be Sunday shifts and shall be paid for at double time.

Shifts commencing at 6 a.m. and 6 p.m. on a Public Holiday shall be deemed to be shifts worked on a Public Holiday and be paid for at two and one half times the ordinary rate of pay.

**Non-Continuous Shift Roster**

18.14 Non-continuous shift workers shall work on either a two or three shift roster, Monday to Friday.

**Non-Continuous Shift Work - Shift Allowances, Weekend and Public Holiday Rates**

18.15 The following are penalty provisions for Non-Continuous Shift Workers working either a two shift (i.e. day and afternoon shifts only) or a three shift roster.

i. **Shift Allowances - Non-Continuous Shift Work**

Day shift, 6 a.m. - 2 p.m.	Nil
Afternoon shift, 2 p.m. - 10 p.m.	15%
Night shift, 10 p.m. - 6 a.m.	17 1/2%

- ii. **Weekend and Public Holiday Rates - Non-Continuous Shift Work**  
For a shift where the majority of the hours worked are performed on a Saturday, time and one half. For a shift where the majority of the hours are worked on a Sunday, double time. For a shift where the majority of hours worked are performed on a public holiday, double time and one half.

18.16 Members of staff engaged on shift operations shall be entitled to a paid thirty minute meal break to be taken as near as possible to the middle of each shift.

#### **Penalty Provisions Not Cumulative**

18.17 Where two or more penalties and/or overtime provisions could apply in a particular situation, the organisation shall be bound to pay only one of such provisions. Where the provisions are not identical, the higher or the highest, as the case may be, shall apply.

#### **Continuous Shift Operation - Shift Relief**

18.18 Shift relief of Process Operators shall take place in the Control Room. In the event of the on-coming operator not reporting for duty at the normal shift change-over time, the off-going shift operator is required to remain on duty until relieved. Payment for the first hour will be made at annualised rates. Provided that if the off-going shift operator is required to remain on duty for more than one hour, payment for **all** overtime (including the first hour) shall be paid at the rate of double time of the base rate of pay listed at clause 13.1.

#### **Hours of Operation for the Receipt of Liquid Waste**

18.19 If so required to meet the needs of customers, suitably trained staff may be required to receive waste between the hours 6 a.m. and 5 p.m. Monday to Friday and 6 a.m. and 11 a.m. on Saturday.

18.20 One staff member trained to carry out waste screening analyses may be required to be on duty during waste receival hours on Saturdays. All time worked on Saturday is to be paid at overtime rates.

### **19. OVERTIME**

#### **Dayworkers and Non-Continuous Shift Workers**

19.1 For all time worked before the agreed starting time and after the agreed finishing time of each staff member, Monday to Friday, members of staff shall be paid at the rate of time and one half for the first two hours and double time thereafter.

19.2 For all time worked on a Saturday, staff members shall be paid time and one half for the first two hours and double time thereafter with a minimum payment as for four hours at ordinary time.

- 19.3 For all time worked on a Sunday, payment will be made at double time with a minimum payment as for four hours at ordinary time.
- 19.4 Members of staff who are required to work on public holidays shall be paid at the rate of double time and one half with a minimum payment as for four (4) hours at ordinary time.
- 19.5 At the discretion of the Plant Manager or the Manager Scientific Services and as an option available to the staff member, time off in lieu of payment for overtime worked may be taken at ordinary rates up to a cumulative maximum of eight (8) hours.

#### **Continuous Shift Workers - Twelve Hour Shifts**

- 19.6 For all time worked in excess of twelve (12) hours per shift, except as provided in Clause 18.17 - Continuous Shift Operation - Shift Relief, continuous shift workers shall be paid at the rate of double time of the base rate of pay (clause 13.1) except for time worked on a public holiday which is a rostered day off where such time worked shall be paid at double time and one half of the base rate of pay with a minimum payment as for four (4) hours at ordinary time.
- 19.7 This clause shall not apply when the time worked is:-
- (1) by arrangement between the staff themselves, or
  - (2) for the purpose of effecting the rotation of shift.

#### **Payment for Overtime Not Worked**

- 19.8 When pre arranged overtime has been cancelled at short notice, staff who were initially required to work such overtime will be entitled to a minimum payment of four (4) hours at their base rate of pay (clause 13.1) unless the staff concerned have received adequate notice of such cancellation.

For the purposes of this clause adequate notice will consist of;

- a) **Dayworkers** Notified prior to ceasing work on the previous working day; and
- b) **Shiftworkers** Notified twelve (12) hours prior to the previously intended commencement of the overtime.

## Minimum Period Off Duty

- 19.9 Where overtime is necessary it will, wherever reasonably practicable, be so arranged that staff members have ten (10) consecutive hours off duty between the work of successive days. A staff member (other than a casual staff member) who works overtime between the termination of her/his work on one day and the commencement of her/his work on the next day such that she/he has not had at least ten (10) consecutive hours off duty between these times, will subject to this sub-clause, be released after completion of such overtime until she/he has had ten (10) consecutive hours off duty without loss of pay, for ordinary working time occurring during such absence.
- 19.10 If, on the instruction of the Waste Service, such staff member resumes or continues work without having had the ten (10) consecutive hours off duty, she/he will be paid at double rates until she/he is released from duty for that period, or she/he will then be entitled to be absent until she/he has had ten (10) consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence.

## Calls-Back

- 19.11 A staff member recalled to work without prior notice will be paid overtime for each such call-back at the appropriate rate as prescribed in this clause with a minimum payment as for four (4) hours at appropriate overtime rates.
- 19.12 A staff member recalled to work without prior notice who is required to use his/her own transport, will be reimbursed for the use of such transport at the NRMA rate which is currently fifty two point six (52.6) cents per kilometre. This rate is to be adjusted either up or down as reviewed by the NRMA on a quarterly basis.
- 19.13 Calls back will not be counted as overtime for the purpose of sub-clauses 19.9 and 19.10 except in the following circumstances:
- i) where the work extends beyond four (4) hours; or
  - ii) when the work continues after 12.00 midnight.

In these circumstances the staff member shall be entitled to eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during her/his absence.

## 20. LEAVE

### General

- 20.1 All staff will be paid at their base rate (clause 13.1) for all leave, with the exception of recreation leave, which is paid as in clause 21 below and long service leave which is paid in accordance with clause 26, Extended Leave.

- 20.2 It is agreed that staff covered by this Agreement at the time of registration shall retain their existing accrued leave entitlements.
- 20.3 All staff who are employed by the Waste Service after the date of registration of this Agreement will be subject to the following leave provisions.

## **21. RECREATION LEAVE**

### **General**

- 21.1 All staff must take at least two (2) weeks recreation leave per year. Nothing in this paragraph will prevent the Waste Service from allowing recreation leave to a staff member before the right thereto has accrued, but where such leave is taken before the right thereto has accrued, further leave will not commence to accrue until after the expiration of the twelve (12) months in respect of which such recreation leave has been taken.
- 21.2 Any staff member whose employment is terminated by the Waste Service through no fault of her/his own and any staff member who leaves her/his employment will be paid for the proportionate period of recreation leave to which she/he would have been entitled if her/his employment had not been so terminated.
- 21.3 The recreation leave provided by this clause shall be given and shall be taken and, except as provided in clause 21.2, payment shall not be made or accepted in lieu of recreation leave.

### **Daywork**

Payment for recreation leave will be made at the base rate of pay as specified in Clause 13.1.

- 21.4 All daywork staff members are entitled to recreation leave accruing at the rate of 20 working days per year which is to be taken at the convenience of the Plant and Castlereagh. Accrual is on a month by month basis at the rate of  $1\frac{2}{3}$  working days per month. A maximum of forty (40) days may be accrued at any one time. Where a holiday prescribed in this Agreement falls on a day which a dayworker is rostered off and the dayworker is not required to work on that day, one day of recreation leave shall be added to the staff member's entitlement.
- 21.5 The Managing Director, on the recommendation of the Plant Manager or Manager, Scientific Services, may approve of an extra fifteen (15) working days to be accumulated above the forty (40) days maximum if the staff member is unable to take recreation leave due to an organisational emergency or at the request of the employee.
- 21.6 Temporary staff members who are employed for a period of three (3) months or less are not eligible to accrue recreation leave, however they are entitled to be paid in lieu of recreation leave  $\frac{4}{48}$ ths of the salary or wages excluding overtime earned during the period of employment.



## **Continuous Shift Workers**

21.7 Continuous shift workers will be paid for recreation leave at the annualised salary rates specified in clause 13.2.

The annualised rates of pay also include annual leave loading.

21.8 Unless otherwise approved by the Plant Manager, Continuous Shift Workers must take a minimum period of seven (7) consecutive rostered shifts of recreation leave per application.

21.9 Continuous Shift Workers accrue recreation leave at the rate of fourteen (14) rostered shifts per annum in their first year of service and seventeen and one half (17½) rostered shifts per annum thereafter.

21.10 A staff member normally employed on daywork with twelve (12) months continuous service who is employed for part of the twelve monthly period as a seven-day shift worker is entitled to have four (4) weeks recreation leave increased by a half day for each month she/he is continuously employed as a shift worker.

21.11 Where the additional leave calculated under sub-clause 21.10 is or includes a fraction of a day such day will not form part of the leave period and any such fraction will be discharged by payment only.

21.12 Shifts added to the period of recreation leave:-

- i. In the case of a staff member who was at the commencement of her/his recreation leave employed as a Continuous Shift Worker, one shift will be added to her/his annual leave period in respect of any holiday prescribed by this Agreement which falls within the period of recreation leave to which she/he is entitled under this Agreement.
- ii. One shift will be added to the recreation leave period of any Continuous Shift Worker if she/he is rostered off duty on a day which is a holiday prescribed by this Agreement and who is not required to work on that day.
- iii. Any day or days added shall be paid for at the annualised rate of pay prescribed by clause 13.2 Salaries of this Agreement.
- iv. Any shift or shifts added in accordance with paragraphs (i) or (ii) of this sub-clause will be the working shifts immediately following the period of recreation leave to which the staff member is entitled.

21.13 Where the employment of a worker has been terminated and she/he thereby becomes entitled to payment in lieu of recreation leave with respect to a period of employment, she/he will be also entitled to an additional payment for each shift accrued to her/him under paragraph (ii) of this sub-clause at the annualised rate of pay prescribed by Clause 13.2 of this Agreement.

## **22. SICK LEAVE**

### **General**

22.1 A staff member, after three (3) months continuous service, who is absent from work by reason of personal illness or personal injury, is entitled to paid leave of absence subject to a minimum of 5 days leave in any period of 12 months in accordance with s.122 of the Industrial Relations Act 1991 and the following conditions and limitations:-

- i. The staff member is required to inform the Waste Service of her/his inability to attend for duty and, as far as practicable, state the nature of the illness or injury and the estimated duration of absence, within twenty-four (24) hours of the commencement of such absence.
- ii. The staff member may be required to prove to the satisfaction of the Waste Service, by the production of a medical certificate or other satisfactory evidence, that she/he was unable to attend for duty, on account of such illness or injury, on the day or days for which sick leave is claimed.

22.2 Untaken sick leave will accumulate from year to year.

22.3 Service before the date of coming into force of this Agreement will be counted as service for the purpose of qualifying thereunder.

### **Daywork**

22.4 A staff member is entitled to sick leave of fifteen (15) days per year of service and based on that amount, pro rata sick leave for the first year of service which is to be paid at her/his base rate of pay (Clause 13.1).

### **Continuous Shift Workers**

22.5 All continuous shift work staff members are entitled to 120 hours of paid sick leave per year of service.

Payment for sick leave taken by a continuous shift worker is at her/his base rate of pay.

When sick leave is taken, a continuous shift worker may elect to make-up payment for sick leave from her/his base rate of pay to her/his annualised rate of pay with accrued recreation leave.

## **23. SHORT LEAVE / FAMILY LEAVE**

23.1 Short leave may be granted by the Managing Director in circumstances of pressing necessity for staff members. The maximum entitlement is:

- i. All dayworkers: 38 hours in any period of 2 years.
- ii. Continuous shift workers: 42 hours in any period of 2 years.

23.2 Circumstances which attract short leave include:

- i. unforeseen and serious illness of a close family member;
- ii. arranging and/or attending the funeral of a close family member;
- iii. weather conditions where life or property is being threatened or where the staff member is prevented from reporting for duty by fire, flood, snow etc.

N.B. "Family member" in this clause is defined as any person who has a family relationship (including de facto spouses of the opposite or same gender) with the officer or for whom the officer is responsible in terms of care and support.

**24. TRAINING LEAVE**

24.1 Authorised job representatives of the Union or the Association who are nominated by the Secretary of their Union or Association to attend a training course or program conducted under the auspices of the Service established under the Trade Union Training Service Act, 1975 or sponsored by the Australian Council of Trade Unions or by the Union or the Association will be granted leave of absence while attending such course(s) provided that:-

- i. at least two (2) weeks prior to attendance at the course(s) the Waste Service receives written notice of the nomination from the Union Secretary setting out the times, dates, content and venue of the course;
- ii. nominations will not involve absences from work of more than one delegate following notice from the Union Secretary setting out the times, dates, content and venue of the course;
- iii. leave of absence granted will be counted as time worked for the purpose of annual leave, sick leave and long service leave. Job representatives attending will receive their base rate of pay whilst on such leave.

24.2 A maximum of six (6) days leave will be granted per year with base pay for two (2) Union or Association members to attend such courses.

24.3 All staff members will have access to state or nationally accredited training courses agreed by the Union or Association and the Waste Service. The Waste Service will meet all necessary payments for agreed courses and allow staff members reasonable paid time to undertake all requirements of such courses.

**25. JURY SERVICE**

- 25.1 A staff member required to attend for jury service during her/his ordinary working hours will be reimbursed by the Waste Service an amount equal to the difference between the amount paid in respect of her/his attendance for such jury service and the amount of wage she/he would have received in respect of the ordinary time worked had she/he not been on jury service paid at their base rates of pay.
- 25.2 A staff member shall notify the Waste Service as soon as possible of the date upon which she/he is required to attend for jury service. Further, the staff member shall give the Waste Service proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

**26. EXTENDED LEAVE**

- 26.1 Members of staff are entitled to extended leave in accordance with the Public Sector Management Act, 1988.

**27. LEAVE WITHOUT PAY (LWOP)**

- 27.1 The Managing Director, on the recommendation of the Plant Manager or the Manager, Scientific Services, may grant LWOP to a staff member who shows good and sufficient personal reasons for such leave and if satisfied that the officer intends to resume duty on the expiration of such leave.
- 27.2 The staff member granted the LWOP must give at least one month's notice of the intended date of return unless the Managing Director agrees to a lesser period.
- 27.3 LWOP does not break the continuity of service of the staff member.
- 27.4 Staff members who are granted LWOP may elect to retain recreation leave (up to the permissible maximum) and/or extended leave during periods of LWOP.
- 27.5 Conditions of maternity leave, parental leave and adoption leave may be found at Attachment B.

**28. STUDY LEAVE AND STUDY TIME**

- 28.1 Study leave and study time may be granted by the Managing Director on the recommendation of the Plant Manager or the Manager, Scientific Services. Granting of study leave and study time will be made on a case by case basis and will be subject to the discretion of the Managing Director on the basis that the course is relevant to the staff member's development within the Waste Service.

28.2 All permanent staff, both full-time and part-time and all full-time temporary staff are eligible to apply.

## **29. PROTECTIVE CLOTHING**

29.1 Where necessary, for the performance of their duties, staff members will be provided with suitable rubber boots, suitable waterproof clothing, goggles, masks, gloves, aprons, or other suitable substitutes.

29.2 Any member of staff issued with protective clothing in accordance with subclause 29.1 of this clause will be responsible for and wear such clothing whilst engaged on work for which it was deemed necessary for protective clothing to be issued.

29.3 Clothing and equipment will remain the property of the organisation.

## **30. HOLIDAYS**

30.1 The following Public Holidays will be observed during this Agreement:-

New Year's Day  
Australia Day  
Good Friday  
Easter Saturday  
Easter Monday  
ANZAC Day  
Queen's Birthday  
Labour Day  
Christmas Day  
Boxing Day

and any other day proclaimed as a public holiday by the State of New South Wales.

NOTE: Normal process operations at the Liquid Waste Plant will not be required on Christmas Day or Boxing Day, however the Activated Sludge Facility will require one staff member to operate over these days. The staff member will be paid overtime rates in relation to public holidays.

30.2 A nominated day between Christmas and New Year or any other date agreed between the parties shall be a holiday as the picnic day of the Plant and Castlereagh. The Waste Service may require any staff member to work on such day and unless reasonable excuse exists, the staff member shall work in accordance with such requirement and, at the staff member's discretion, take a day off in lieu of working on that day at ordinary rates within one month of having worked on that day or be paid at the appropriate overtime rates.

30.3 Any staff member who is absent without leave or reasonable excuse on the working day succeeding or preceding a Public Holiday shall not be entitled to payment for such holiday.

## **31. MEDICAL EXAMINATIONS**

31.1 In addition to the pre-employment examination, the organisation will arrange medical examinations of employees covered by this Agreement at a period recommended by the WorkCover Authority on the following basis:

- i. All costs of medical checks are to be borne by the organisation.
- ii. The organisation is to keep records of the medical checks.
- iii. The medical records shall be made available to the staff member concerned.
- iv. A copy of the medical report is to be forwarded to the staff member's treating doctor at the request of the staff member.
- v. With the staff member's authority, information relevant to workers' compensation or occupational health and safety is to be forwarded to the relevant union and the Occupational Health and Safety Committee.
- vi. In all other circumstances, information contained in the medical reports is to remain confidential.

## **32. NOTICE BOARDS**

32.1 The organisation will erect suitable notice boards in prominent positions for the display of union notices. All notices placed on the board will be signed by the delegate/co-delegate posting the notice. The Plant Manager or Manager Scientific Services will initial the back of each such notice prior to posting.

### **33. GRIEVANCE AND DISPUTE PROCEDURES**

33.1 The aim of this procedure is to ensure that, during the life of this Agreement, industrial grievances or disputes are prevented, or resolved as quickly as possible, at the lowest level possible in the workplace.

33.2 When a dispute or grievance arises, or is considered likely to occur, the following steps shall be followed:

Step 1: The matter is discussed between the staff member(s) and the supervisor involved. If the matter remains unresolved follow Step 2.

Step 2: The matter is discussed between the staff member(s), the union delegate or staff member's representative and their supervisor. If the matter remains unresolved follow Step 3.

Step 3: The matter is discussed between the staff member(s), the union delegate or staff member's representative, the supervisor and the Plant Manager or the Manager, Scientific Services. If the matter remains unresolved follow Step 4.

Step 4: The matter is discussed between other senior representatives of the organisation and the relevant union and/or staff member's representative.

The parties agree to exhaust the conciliation process before considering Step 5. It is agreed that the parties will not deliberately frustrate or delay these procedures.

Step 5: The matter may be referred by either party to the Australian Commercial Disputes Centre or the Conflict Resolution Network or to the Industrial Relations Commission or the Industrial Court, as appropriate, to exercise its functions under the Industrial Relations Act 1991.

33.3 Each of the steps will be followed within a reasonable time frame having regard to the nature of the grievance or dispute.

33.4 The parties agree that normal work will continue without disruption, while these procedures are followed.

### **34. PAYROLL DEDUCTIONS**

34.1 All union members, after completing the appropriate authorisation, shall have their union dues deducted via Electronic Funds Transfer each pay day directly into the account of the appropriate union.

**35. FURTHER CLAIMS**

35.1 During the term of this Agreement, the parties may pursue claims as allowed by Part 3, Division 2 of the Industrial Relations Act, 1991. Under the Act, items may be raised for discussion with a view to achieving mutually agreed variations during the life of this Agreement.

**Effect of Adjustment of Minimum Award Rates**

35.2 In the event of the rates of pay for ordinary hours of employment (as determined by an otherwise relevant award) being increased for employees to which this Agreement applies, such that the award rate is higher than the rates for ordinary hours fixed in clause 13 of this Agreement, the higher rate shall be taken to be fixed by this Agreement in place of the rate prescribed by clause 13 at the time of signing of this Agreement.

**36. DECLARATION**

36.1 The Parties to this Agreement declare that the Enterprise Agreement:

- (i) is not contrary to the public interest;
- (ii) is not unfair, harsh or unconscionable;
- (iii) was not entered into under duress;
- (iv) is in the interests of the Parties.

**37. AREA, INCIDENCE AND DURATION**

37.1 This Agreement shall apply to all staff of **Liquid Waste Plant and Castlereagh Waste Management Centre.**

37.2 It shall take effect on and from the date of registration and shall remain in force thereafter for a period of twelve (12) months, unless varied or terminated earlier in accordance with the provisions of sections 124 and 125, as appropriate of the Industrial Relations Act 1991.

37.3 The parties agree to commence negotiations on a new Agreement as soon as possible after the commencement date of this Agreement.



THIS AGREEMENT IS MADE AT SYDNEY ON THE .....DAY OF.....1994.

Signed for and on behalf of the )  
LIQUID WASTE PLANT and )  
CASTLEREAGH WASTE )  
MANAGEMENT CENTRE by the )  
Managing Director, Waste Recycling )  
and Processing Service of New South )  
Wales in the presence of: )

*[Handwritten signature]*  
.....

*[Handwritten signature]*  
.....

Signed for and on behalf of the  
**PUBLIC SERVICE ASSOCIATION OF NEW  
SOUTH WALES**

by:.....  
*[Handwritten signature]*

in the presence of:.....  
*[Handwritten signature]*

Signed for and on behalf of the  
**AUSTRALIAN WORKERS' UNION**,  
by:.....  
*[Handwritten signature]*

in the presence of:.....  
*[Handwritten signature]*

**M. J. O'SHEA**  
SECRETARY  
**A.W.U. FINE AMALGAMATED UNION N.S.W**  
REGISTERED UNDER THE INDUSTRIAL  
RELATIONS ACT OF 1991.

*[Handwritten initials]*

**AWARDS REPLACED**

The following Awards and Agreements, insofar as they fix rates of pay and some conditions of employment, applying to staff covered by this Agreement, shall not apply during the term of this Agreement:

- Crown Employees (Public Sector - Salaries December 1993) Award
- Crown Employees (Common Salary Points) Award 1990
- Metropolitan Waste Disposal Authority and Public Service Association of New South Wales Agreement No. 6130 of 1979
- Metropolitan Waste Disposal Authority and Public Service Association of New South Wales Agreement No. 7701 of 1987
- Waste Recycling and Processing Service of New South Wales Lidcombe Site Agreement
- Crown Employees (Administrative and Clerical Officers - Salaries) Award
- Flexible Working Hours Agreement No. 2275 of 1980
- Clerical Officer Agreement No. 2515 of 1988.
- Crown Employees (Overtime) Award
- Crown Employees (Travelling Compensation) Award
- Crown Employees (Holidays) Award
- Crown Employees (Transferred Officers' Compensation) Award
- Annual Leave and Compensation for Saturdays, Sundays and Public Holidays Agreement No. 2225 of 1977
- Crown Employees (Transferred Officers Excess Rent) Agreement No. 2354 of 1981.

**MATERNITY, PARENTAL AND ADOPTION LEAVE**

**GENERAL**

Together with the provisions outlined herein employees will, as a minimum, be entitled to the Maternity, Parental and Adoption Leave provisions contained in Chapter 2, Part 2, Division 3 of the Industrial Relations Act 1991.

**1. MATERNITY LEAVE**

- 1.1 Female members of staff are entitled to unpaid and paid maternity leave.
- 1.2 Unpaid maternity leave may be taken by a full-time or part-time member of staff up to 9 weeks before the expected date of birth of the child and up to 12 months after the actual date of birth of the child.
- 1.3 Paid maternity leave may be taken by a full-time or part-time female member of staff who, prior to the expected date of birth of the child, has completed 40 weeks continuous service. The entitlement amounts to 9 weeks full pay from the date maternity leave commences.
- 1.4 Maternity leave may be taken as follows:
  - i) full-time, up to a maximum of twelve (12) months from the date of birth of the child; or
  - ii) part-time, up to a maximum of two (2) years from the date of birth of the child subject to Waste Service convenience;
  - iii) a combination of i. and ii. providing that less than twelve (12) months maternity leave on a full-time basis is taken and that the balance taken part-time, will conclude before the child's second birthday.
- 1.5 A female staff member shall formally notify the Plant Manager or the Manager, Scientific Services in writing:
  - (a) not less than eight (8) weeks before the expected date of birth of the child of:
    - i) the intention to proceed on maternity leave; and
    - ii) the expected date of birth certified by a medical practitioner; and
    - iii) any maternity leave to be taken on a part-time basis;
  - (b) not less than four (4) weeks before the expected date of birth of:
    - i) the date on which maternity leave is intended to commence;

## ATTACHMENT B

- 1.7 Unpaid maternity leave shall not count as service for determining incremental progression nor any form of leave entitlement, except for extended leave in cases where at least ten (10) years of service has been completed and unpaid maternity leave does not exceed six (6) months.
- 1.8 A female member of staff who returns to work after full-time or part-time maternity leave has a right to return to her former position.
- 1.9 The right of return to the former position is forfeited when a female staff member does not resume duty at the expiration of full-time or part-time maternity leave.

## 2. PARENTAL LEAVE

- 2.1 Full-time and part-time members of staff who are ineligible to be granted maternity or adoption leave and who are to be the primary care-giver of a child or who wish to share the child care duties with their partner are entitled to parental leave.
- 2.2 Parental leave is leave without pay and may be taken as one (1) week from the date of birth of the child or the date of placement of an adopted child and at the discretion of the Managing Director, parental leave may also be taken:
  - i) up to a further 51 weeks leave on a full-time basis; or
  - ii) up to a maximum of 103 weeks (2 years less 1 week) unpaid leave on a part-time basis; or
  - iii) a combination of full-time and part-time leave provided that the period of leave taken does not exceed the equivalent of 51 weeks full-time leave.
- 2.3 Parental leave may be combined with accrued recreation leave and/or extended leave, provided the period of leave does not exceed the equivalent of 12 months full-time leave.
- 2.4 Full-time parental leave does not count for incremental progression.
- 2.5 Provided their service is satisfactory, staff members on part-time parental leave shall be paid increments on completion of each twelve (12) months service.
- 2.6 A staff member who returns to work after full-time or part-time parental leave has a right to return to her/his former position.
- 2.7 The right to return to the former position is forfeited when a staff member does not resume duty at the expiration of full-time or part-time parental leave.

**3. ADOPTION LEAVE**

- 3.1 Members of staff are entitled to unpaid and paid adoption leave.
- 3.2 Unpaid adoption leave may be taken by all female members of staff (other than those employed on a casual basis) for a maximum period of 12 months from the date of taking custody.
- 3.3 Paid adoption leave may be taken by all female members of staff (other than those who are employed on a casual basis) who, prior to the date of taking custody, have completed 40 weeks continuous service. The entitlement is as follows:
- (a) 3 weeks paid leave commencing on and from the date of taking custody;
  - (b) up to 12 months unpaid leave after the period of paid leave as follows:
    - i) if the child has not commenced school at the date of the taking of custody, leave may be taken up to a maximum period of 12 months;
    - ii) if the child has commenced school at the date of the taking of custody, leave for such period as the Managing Director may determine may be granted up to a maximum period of 12 months.

## WORK PRACTICES

The parties have agreed to the following variations to existing work practices.

### Process Operators

The following commitments are intended to complement tasks normally allocated to the daywork process operator, maintenance staff, laboratory staff, the receivals officer and supervisors during normal working hours. The intention is to minimise interruptions to the process outside normal working hours.

1. Clean and calibrate process meters (pH and dissolved oxygen) after receiving appropriate training.
2. The use of small tools for minor maintenance work after hours for work such as cleaning line blockages and restrictions (whenever feasible).
3. Assist Maintenance Services Technicians called in after hours for Plant failures where such assistance will expedite the return of the Plant to normal operations.
4. Sample and centrifuge test samples from thickeners and enter data to process control computer to maximise filter press efficiency (daywork process operator in normal hours, shift operators at other times).
5. Receive "emergency" loads of waste outside of normal receival hours when a waste receival officer could not reasonably be expected to be in attendance.
6. Receive interstate loads of pickle liquor outside normal receival hours when required to meet the transporter's road freight logistics.
7. Accept deliveries of process supplies (such as lime, caustic soda, HCL, CO<sub>2</sub>, N<sub>2</sub>, phosphoric acid and bevaloid) outside of normal working hours.
8. Ensure automatic chemical dosing reservoirs are replaced / replenished (outside of normal working hours).
9. Ensure that residue bins are cleaned to meet Environment Protection Authority requirements prior to transportation to Castlereaugh.
10. Collect samples as required (after hours) for the laboratory.
11. Manually dose additives to the process as required for trials.
12. Monitor the new Biological Test Plant (when commissioned) and dose additives when required (outside normal working hours).
13. Make out Safe Work Permits when the daywork Process Operator is busy to expedite the handover of equipment to maintenance staff.

14. Assist maintenance staff by entering data into the Mainpac computer system on nightshift when the process workload permits.
15. Co-operate with the documentation requirements of Quality Certification (AS3902 and 5 Star Safety) when these impact directly on normal duties.

**Maintenance Staff**

1. Organise the purchasing of equipment spares as necessary.
2. Assist in the detailed planning of major maintenance shutdowns.
3. Conduct troubleshooting and fault diagnosis on suspect process Plant.
4. Assist in the conduct of trials and development of alternative or modified Plant and equipment.
5. When appropriately trained and qualified, carry out "cross - trade" work as required (e.g. electrical connect / disconnect and pneumatics).

**Laboratory and Engineering Staff**

1. Change to 38 hours for normal hours.
2. Laboratory staff and engineering staff as required, to assume agreed weighbridge officer's duties for the receivals of waste outside weighbridge officer's normal hours or as otherwise required.
3. Laboratory staff to modify work practices to conform with NATA requirements.

**Castlereagh Staff**

1. On site maintenance of machinery and repair and maintenance of pumps and motors, including welding where necessary.
2. Basic skills in concreting and brick laying including foundations and headwell.
3. Basic engineering skills including roadworks, drains and draining and pipe laying.
4. Plant operating truck licence and the ability to operate various articles of the plant.
5. Basic knowledge of surveying and related skills.
6. A knowledge of hazardous chemicals, including their appropriate handling, storage and disposal.
7. Animal husbandry, experience in the care and handling of both domestic and native animals.



*ES* *BR*

ATTACHMENT D

TRANSITIONAL ARRANGEMENTS

Position	Old Classification	Year	New Classification	Level
Laboratory Manager	Scientific Officer	Grade 4	LWO Grade 9	Level 3
		Year 1		Level 5
		Year 2		Level 1
	Grade 5	Year 1		Level 3
		Year 2		Level 5
		Year 3	LWO Grade 10	Level 1
Laboratory Chemist	Scientific Officer	Grade 1	LWO Grade 2	Level 5
		Year 1		Level 3
		Year 2		Level 2
		Year 3		Level 2
		Year 4		Level 5
		Year 5		Level 1
	Grade 2	Year 1	LWO Grade 6	Level 2
		Year 2		Level 5
		Year 3	LWO Grade 7	Level 3
		Year 4	LWO Grade 8	Level 1
		Year 1	LWO Grade 8	Level 3
		Year 2		Level 5
Grade 3	Year 1		Level 3	
	Year 2		Level 5	
	Year 3	LWO Grade 9	Level 1	

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**New Classification Liquid Waste Officer (LWO)**

**Old Classification**

**Position**

Systems Engineer /  
Maintenance Engineer

Engineer

Grade 2

Year 1  
Year 2  
Year 3  
Year 4

LWO Grade 6  
LWO Grade 7  
LWO Grade 8

Level 3  
Level 2  
Level 4  
Level 2

Grade 3

Year 1  
Year 2  
Year 3  
Year 4

LWO Grade 8  
LWO Grade 9

Level 4  
Level 1  
Level 2  
Level 4

Engineer  
(not specified)

Engineer

Grade 1

Year 1  
Year 2  
Year 3  
Year 4  
Year 5

LWO Grade 3  
LWO Grade 4  
LWO Grade 5  
LWO Grade 5  
LWO Grade 6

Level 3  
Level 2  
Level 2  
Level 5  
Level 1

Technical Sales  
Representative

Scientific Officer

Grade 2

Year 1  
Year 2  
Year 3  
Year 4

LWO Grade 6  
LWO Grade 7  
LWO Grade 8

Level 2  
Level 5  
Level 3  
Level 1

Grade 3

Year 1  
Year 2  
Year 3

LWO Grade 8  
LWO Grade 9

Level 3  
Level 5  
Level 1

SB

ATTACHMENT D

New Classification Liquid Waste Officer (LWO)

Position      Old Classification      New Classification Liquid Waste Officer (LWO)

Clerical Officer LWP      Administrative and Clerical Officer      Grade 3/4      Year 1      LWO Grade 2      Level 5  
Year 2      LWO Grade 3      Level 2

Year 3      LWO Grade 3      Level 4  
Year 4      LWO Grade 4      Level 1

LWP Supervisor      AWP Supervisor      Year 1      LWO Grade 6      Level 3  
Year 2      Level 5  
Year 3      LWO Grade 7      Level 2  
Year 4      LWO Grade 8      Level 3  
\*      Level 1

Maintenance Services Technician Grade 1      MST      Grade 1      Year 1      LWO Grade 1      Level 5  
Year 2      LWO Grade 2      Level 2  
Year 3      Level 3  
Year 4      Level 4  
Year 5      LWO Grade 3      Level 1

Maintenance Services Technician Grade 2      MST      Grade 2      Year 3      LWO Grade 3      Level 2  
Year 4      Level 4  
Year 5      Level 5

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**ATTACHMENT D**

**New Classification Liquid Waste Officer (LWO)**

**Old Classification**

Maintenance Services  
Technician Grade 3

MST

Grade 3

Year 1  
Year 2  
Year 3  
Year 4  
Year 5

LWO Grade 4

LWO Grade 5

Level 3  
Level 4  
Level 5  
Level 2  
Level 4

Maintenance Services  
Technician  
Special Grade

Nil

-  
-

-  
-

LWO Grade 5  
LWO Grade 6

Level 5  
Level 1

Process Operator  
(Shift work)

Process Operator

Probation  
Year 1  
Year 2  
Year 3  
Year 4  
Year 5  
\*

LWO Grade 2  
LWO Grade 3

Level 3  
Level 4  
Level 1  
Level 2  
Level 4  
Level 5

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ATTACHMENT D

New Classification Liquid Waste Officer (LWO)

Old Classification

Position

Process Operator  
(Day Work)

Process Operator

Probation  
Year 1  
Year 2  
Year 3  
Year 4  
Year 5  
\*

LWO Grade 2  
LWO Grade 3  
LWO Grade 4

Level 3  
Level 4  
Level 1  
Level 2  
Level 4  
Level 1

Waste Receptals /  
Plant Attendant

Waste Receptals /  
Plant Attendant

Probation  
Year 1  
Year 2  
Year 3  
Year 4  
\*

LWO Grade 1  
LWO Grade 2

Level 1  
Level 2  
Level 4  
Level 5  
Level 2

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ATTACHMENT D

Position	Old Classification	New Classification Liquid Waste Officer (LWO)	
Supervisor Castlereagh	Technical Officer	Grade 2	Year 1 Year 2 Year 3 Year 4
			LWO Grade 4 Level 2 Level 3 Level 4
		Grade 3	Year 1
			LWO Grade 5 Level 1
Field Officer Castlereagh	Field Officer	* Year 1 * Year 2	* Class. 53 * Class. 58
			LWO Grade 1 Level 1 Level 2 Level 4
		* *	* *
			LWO Grade 2 Level 1 Level 2
Clerical Officer Castlereagh	Clerical Officer	Grade 1/2	Year 11
		* * * *	* * *
			LWO Grade 1 Level 1 Level 3 Level 5
			LWO Grade 2 Level 2