

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/02

TITLE: Woollahra Municipal Council Waste Management Service
Enterprise Agreement 2001-2004

I.R.C. NO: 2001/6589

DATE APPROVED/COMMENCEMENT: 16 October 2001

TERM: 16 October 2004

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 15 March 2002

DATE TERMINATED:

NUMBER OF PAGES: 27

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement covers all employees employed by Woollahra Municipal Council in its Waste Management Service, which is a distinct operational unit providing a waste collection service to the residents of Woollahra Municipality.

PARTIES: Woollahra Municipal Council -&- the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division

FILED

- 5 OCT 2001

OFFICE OF THE INDUSTRIAL
REGISTRAR

Woollahra Municipal Council

Waste Management Service

Enterprise Agreement

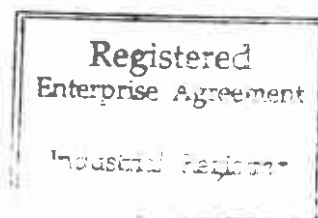
2001 - 2004

**Registered
Enterprise Agreement**

Industrial Registrar

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1. Title and Intention of the Parties

This Enterprise Agreement is made in accordance with the provisions of sections 29 to 47 of the Industrial Relations Act 1996, and shall be known as the Woollahra Municipal Council, Waste Management Service Enterprise Agreement 2001 - 2004 and shall provide the basis for determining the wages and general conditions of employment for staff employed in the waste collection service by Woollahra Municipal Council.

2. The Parties

The Parties to this Agreement are Woollahra Municipal Council and the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division.

3. Duress

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

4. Commencement and Duration

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

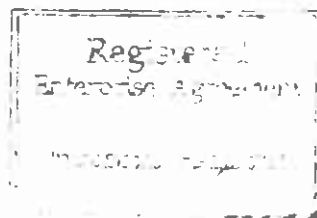
5. Definitions

Award: Shall mean the Local Government (State) Award 2000, and any Award which succeeds this Award.

Council: Shall mean the Woollahra Municipal Council.

Council Policy: Shall mean policy adopted by Woollahra Municipal Council and/or the Management Executive of Council.

DARG: Daily Agreed Average of work to be completed.



Employee: Shall mean, for the purpose of determining eligibility to the benefits of this Agreement, an employee who is employed within the Waste Management Service in one of the positions set out below.

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

Domestic Waste Service: Shall mean the complement of permanent staff required to undertake the collection service and shall comprise the following:

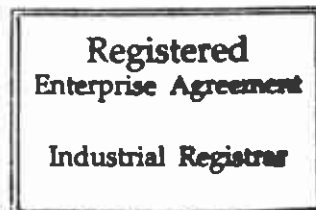
Supervisor	1
Compliance	1
Team Leader	4
Driver	6
Relief Driver	4
Collector	9
Support	1
Relief Collector	3
Total	29

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

Union: Shall mean the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division.

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

Waste Service: Residential
Shall generally include residential garbage, general clean-up, pre-paid clean-ups and vegetation collection as funded from Domestic Waste Levy, Section 496 of the Local Government Act 1993.



Commercial/Trade

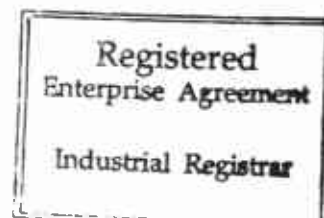
Shall generally include commercial premises and garbage, paper/cardboard recycling and other contracted waste collection services. These services are funded by full cost recovery and must be commercially viable

6. Relationship with the Award and the Industrial Agreement

- 6.1 This Agreement shall be read and interpreted wholly in conjunction with the Award and the Industrial Agreement.
- 6.2 This Agreement shall not affect the payment of future Award based increases and there shall be no absorption of such increases for the purposes of this Agreement.
- 6.3 In the event of any inconsistency between the Award, or the Industrial Agreement, and this Agreement, this Agreement shall prevail to the extent of the inconsistency.
- 6.4 Where this Agreement is silent the Award and the Industrial Agreement shall prevail.

7. Anti-Discrimination

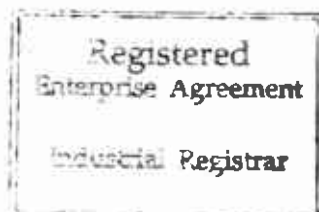
- 7.1 It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 7.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by the Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement that, by its terms or operation, has a direct or indirect discriminatory effect.



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- 7.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 7.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 7.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:
"Nothing in the Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."



8. Commitment to the Delivery of an Effective Service

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

- Council have explicitly recognised that the new service arrangements have required staff within the service to make the following changes:
 - ✓ A reduction of the average number of full-time employees employed to provide the service from 38 to 33.
 - ✓ Transfer of Litter Bin collection from the Solid Waste section to another section of the Works and Services Department.
 - ✓ A decrease in the quantity of garbage collected and an increase in the quantity of material recycled.
 - ✓ Drivers to tip their own trucks at transfer station as part of the daily duties of the position.
 - ✓ Introduction of side loading waste compactors to the service provided by Council.
 - ✓ The elimination of payment for travelling time and fares for overtime
- Employees will work diligently, effectively and in a flexible manner to maintain and enhance the excellent service currently provided to the residents, businesses and visitors to Woollahra Municipality.
- Management and staff within the service will act promptly, consistent with their scope of authority, to remove any impediments to the effectiveness of the service.
- Management and staff will work together to ensure plant and equipment breakdowns, damage and failures are minimised, and are promptly addressed if they do occur.
- Management and staff will work together in a team environment to ensure an effective communication is maintained and that further opportunities to improve and enhance the service are identified and introduced to assist in the ongoing security of Council employment in the long term.

9. Rates of Pay

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

POSITION	SALARY GRADE ¹	DISABILITY ALLOWANCE ²	EBA ALLOWANCE ³	TOTAL PER WEEK ⁴
	A	B	C	
Supervisor	22 - 28	NO	YES	A + C
Team Leader	16	YES	YES	A+B+C
Driver	14 - 16	YES	YES	A+B+C
Relief Driver	12	YES	YES	A+B+C
Collector	9	YES	YES	A+B+C
Support Officer	14	YES	YES	A+B+C
Compliance Officer	16	NO	YES	A+C

Notes on Table:

1. The grade range for each position is in accordance with Woollahra Council's salary system and the salary structure set out in Table A of Schedule 1.
2. The Disability Allowance (Table B of Schedule 1) will be paid consistent with the relevant provision of the Award.

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3. The EBA Allowance (Table C of Schedule 1) includes a payment in lieu of the existing Monday and Tuesday attendance payment. The introduction of the EBA Allowance means all of this current payment will cease. The EBA Allowance also includes a payment calculated as a proportion of past payments of weekend overtime fares payment and travelling time payment for weekend work which has been terminated with this agreement.
 4. The total per week, exclusive of any overtime payments or attendance allowance, will be the remuneration for the calculation of leave and superannuation entitlements.

9.2 Attendance Allowance

A daily attendance allowance (Table D Schedule 1) will be paid for each day worked where the agreed duties are completed including approved training courses from Monday to Friday, exclusive of public holidays declared on weekdays.

The attendance allowance will be paid for periods of Annual Leave and Long Service leave in excess of 5 days.

The attendance allowance will not be paid for any other form of leave such as sick leave, carers leave, other paid leave as provided by the Award, leave without pay or workers compensation leave. The attendance allowance will not be paid for any Annual Leave or Long Service Leave where the period of leave is less than 5 days.

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

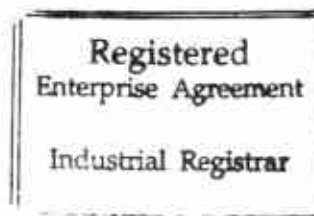
The attendance allowance will not be paid to casual employees.

10. Productivity-Based Remuneration Review – Movement in Service Numbers

- 10.1 At six-monthly intervals following the commencement of this Agreement, a review will be conducted of the waste collection workloads by the parties based upon the number of 55 litre garbage bins and mobile garbage bins (MGB's) which require collection.
- 10.2 The benchmark against which comparison is made is an average collection of 1200 120 or 240 litre MGB's or 1650 55 litre bins per vehicle per day or a pro-rata combination thereof.
- 10.3 Any movement in the number of collections will be established by reference to Council's computer based records of the number of residential assessments against the number of garbage charges levied by Council. The number at the end of each six (6) month period will be compared with the number recorded at the end of the preceding period. Discussions will occur between the parties should that number require interpretation.
- 10.4 Where the average number of MGB's exceeds 1200 or the average number of 55 litre garbage bins exceeds 1650, a Standard Service Productivity Allowance of 20 cents per bin per truck will be paid.

11. Hours of Work

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



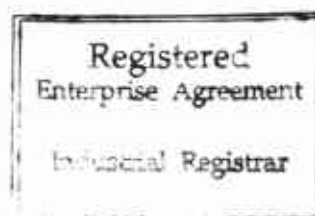
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- 11.3 The ordinary hours of work for relief collectors shall be based on a standard working day of 7 hours and 36 minutes unless individuals are utilised in daily collection runs.
- 11.4 Completion of the daily agreed average darg, job and finish, in strict compliance with Road Traffic and Occupational Health and Safety requirements for Team Leaders, Drivers, Relief Drivers and Collectors in residential waste collection, shall be considered to satisfy the standard working day.
- 11.5 The ordinary hours for Team Leaders, Drivers, Relief Drivers and Collectors involved in the collection of commercial waste shall be based on the completion of the designated run sheets. The work for the day, for the commercial waste crew, shall be finished on the completion of the designated run and associated paper work.
- 11.6 Overtime will be paid when, for reasons beyond the reasonable control of the collection crew, the hours of work required to complete the darg for the residential service and the list of duties for the commercial service, exceed 7 hours and 36 minutes on any day.

12. Overtime

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

13. Collection Schedule

- 13.1 The collection schedule for residential waste and recyclable materials shall be arranged as follows:
- ✓ Monday – Garbage, Green Waste, Cleanup, Trade and Commercial Paper
 - ✓ Tuesday – Garbage, Green Waste, Cleanup, Trade and Commercial Paper
 - ✓ Wednesday – Garbage, Green Waste, Cleanup, Trade and Commercial Paper
 - ✓ Thursday – Garbage, Green Waste, Cleanup, Trade and Commercial Paper



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- ✓ Friday – Garbage, Green Waste, Cleanup, Trade and Commercial Paper
 - ✓ Saturday – Trade and Commercial Paper
 - ✓ Sunday - Trade and Commercial Paper

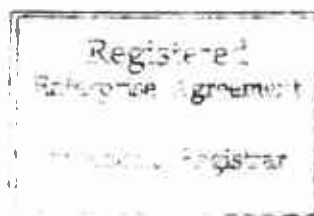
Note: The Trade service and commercial paper service are reliant on the service being economically sustainable.

- 13.2 The parties agree that waste removal collection runs throughout the Municipality of Woollahra will be monitored to provide an equitable distribution of collections throughout the week, making allowances for variations in terrain and nature of the housing and tonnage collected. The compilation and design of the runs will be achieved through full consultation with the staff.
- 13.3 Council reserves the right, consistent with sub-clause 13.2, to redesign any run and assign staff within the Collection Service as deemed necessary following proper consultation with the staff affected.
- 13.4 There shall be no daily departure from the established route unless approved by the Supervisor. There will be no permanent departure from the established route without the express approval of the Manager - Works and Services.
- 13.5 All vehicle departure times shall be at the direction of the Supervisor and in accordance with Council's requirements and environmental legislation.

14. Collection Methods

14.1 General

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



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- 14.2 In the event of it becoming apparent to the Team Leader that the run cannot be completed within the time prescribed in sub-clause 11.1 due to a breakdown or other circumstances beyond the control of the crew, the Team Leader must report the position immediately to the Supervisor who will exercise his judgement in determining the most appropriate course of action consistent with the spirit of this Agreement.
- 14.3 Each member of the crew shall receive appropriate training in (see Clause 16), become familiar with, and observe all requirements relating to occupational health and safety and Road Traffic Act and associated regulations, and other relevant legislation/regulations pertaining to the collection service.
- 14.4 **Bin Collection**
Bins are to be of a nominal 55L, 120L or 240L capacity. Other than elsewhere provided, one 55 litre bin per property shall be collected twice each week or one MGB per property shall be collected once each week. For multiple dwellings the collection shall be based on 120 litre bin equivalents (or 80 litre bin equivalents where so determined by Council).
- 14.5 A supplementary service, in addition to the normal bin, or paid additional service, shall only be collected where the resident uses a correctly marked bin supplied by Council. Additional unmarked bins shall not be collected.
- 14.6 Where sidearm mechanical bin lifters are used, support crew members shall place bins in an appropriate position for pick-up and return the empty bins to their original position.
- 14.7 Waste bins shall be replaced in the position from which they were collected. Bins and other containers shall not be left in the middle of the footpath. Bin lids are to be placed on top of the empty container.

14.8 Waste materials shall be collected from approved collection points in residential flat buildings (where appropriate) or where no approved collection point is provided, from a storage area approved by the Supervisor.

14.9 Where Council has approved the collection of waste material from within a property the collection and return of bins and crates shall be as arranged with the particular resident.

14.10 Missed Services

It is understood between the parties that a significant proportion of "missed" service reports result from the residents' failure to place bins out for collection on time. Notwithstanding this, it is agreed that all reported missed services shall be collected as part of the daily work schedule or alternative satisfactory arrangement made. Where reports are received of missed bin(s), the Supervisor shall contact the appropriate crew and seek their assistance in collecting the bin(s).

If it is found that a resident has requested a pick-up of a "missed" service more than three times in the previous two month period, which is clearly attributable to the bin being put out late, the matter will be brought to the attention of the Supervisor. The Supervisor shall make arrangements for the resident to be advised in writing that a continuation of the practice will lead to the bin not being picked-up.

14.11 Unserviceable Bins

Where a bin is unable to be collected due to the type, volume, weight of the material contained therein, or condition of bin, an appropriate notification will be attached to the bin by a team member and the Supervisor immediately advised of the situation.



14.12 Spilt Waste

Any waste that is spilt from the bin in the act of moving the bin to the compactor, or in the act of emptying the bin, must be picked up and placed in the compactor (this includes prior spills). If the prior spill is excessive and reoccurring, or could represent an occupational health and safety risk the Supervisor shall be advised.

14.13 Difficulties Caused by Parked Cars

Where the driver experiences severe difficulty in maneuvering the vehicle because of other vehicles being parked in the roadway, an appropriate advice is to be left by a team member under the windscreen of the offending vehicle(s). Where offences are observed involving the same vehicle(s) more than three times in any two month period, the matter is to be brought to the attention of the Supervisor.

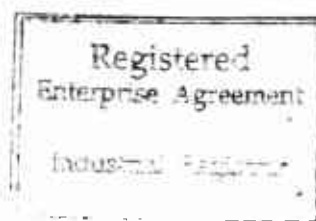
14.14 General Clean-up Material

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

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

White goods and other like heavy and large items shall be collected in a manner to ensure safe mechanical lifting.

Where material has been left on the kerb-side, on the day assigned to the area for general clean-up, which is not consistent with the limitations detailed above, the Team Leader shall notify the Supervisor and sticker the material appropriately.



The Supervisor shall attend to the issue of non-complying material of which he has been notified of by the Team Leader and shall arrange for its removal or alternative action.

14.15 Crews to Report Dumped Material

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

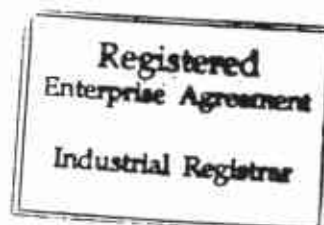
14.16 Green Waste

Green waste or vegetation shall be collected Monday to Friday and shall consist of materials consistent with Council's Green Waste Collection requirements. The collection of the material will principally occur from 120 litre and 240 litre MGB's. The collection of Green Waste in the Paddington area will principally consist of 50 litre crates and some MGB's.

14.17 Commercial Waste Service

The collection and removal of commercial garbage and recyclable material shall be carried out from Monday to Sunday and shall include collection on all public holidays unless advised by the Manager - Works and Services. This service is to operate on a full cost recovery basis and does not form any part of the Domestic Waste Levy, Section 496 of the Local Government Act 1993.

Service staff are required to document services carried out on a run sheet to ensure accurate charging of the service. Staff are also required to inspect bins and report repair requirements and undertake minor repairs such as the greasing of wheels and the replacement of hinge pins.



Where vehicles are provided with washing equipment the bins shall be washed as directed on-site. Where on-site washing is not feasible, the bins shall be returned to the yard for cleaning. Bins requiring washing are to be reported to the Team Leader who will coordinate the washing of bins by staff from Waste Services.

14.18 Paid Pick-up Service

Where a paid pick-up service has been requested, it shall be carried out as required by the Supervisor and as part of the normal process of collection.

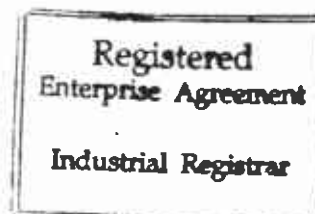
15. Condition of Vehicles

15.1 All Team Leaders/Drivers are required to clean their vehicles at the completion of each day's work and ensure, on a daily basis, that the vehicle has sufficient fuel to complete the run the following day. If for any reason this is not possible, the Supervisor shall be notified and the vehicle will be refueled prior to leaving the depot for the following day's work.

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

The Team Leader/Driver is to check the key board prior to commencing each morning to ensure the vehicle is operational.

15.3 The Team Leader/Driver shall ensure that the cabin of each truck is cleaned and dirt and litter are removed on a daily basis at the end of the shift.



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- 15.4 Employees shall provide all practical assistance to mechanical staff attending breakdowns in the field. Such assistance includes any necessary work required to make safe or clear the vicinity of the breakdown.
- 15.5 Team Leaders/Drivers are responsible to ensure adherence to all road traffic and other regulations pertaining to the operation of the vehicle. Where any breach of these regulations occurs and there is evidence that the Team Leader/Driver is negligent and could have reasonably known of the regulation, the Team Leader/Driver will be responsible for the payment of any fines or penalties imposed.
- 15.6 In the event of an accident or damage to property occurring, the Team Leader/Driver of the vehicle shall report the incident to Council's Fleet Manager and the Supervisor and complete the required accident report forms. These forms shall be passed without delay to the Supervisor. Where a Team Leader/Driver is involved in a motor vehicle accident and fails to report it and/or is proven to be at fault, the Team Leader/Driver may be demoted for a period consistent with Council's disciplinary procedures and shall be required to undergo a driving assessment to establish whether he/she is competent to continue in that role. A qualified driver assessor-trainer shall undertake the driving assessment. A Team Leader/Driver who fails the driving assessment shall receive remedial training from Council as a priority.
- 15.7 Waste collection vehicles shall not be driven on the grass verge, or on footpaths, during the collection process.

16. Training and Development

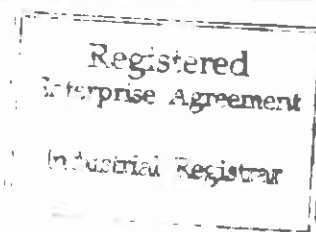
- 16.1 All employees will be provided with access to training appropriate to their position and necessary to the Waste Management Service. Training will include but not be limited to driver training, manual handling, crane operation and compactor operation. Training will be conducted within predetermined time frames. Promotion will be based on merit and a vacant position being available.



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- 16.2 Each crew member shall receive necessary and appropriate training in, become familiar with, and observe all relevant Council policies, regulations, codes and procedures in force from time to time. A copy of the relevant documents will be permanently available in the Supervisor's office.
- 16.3 Training undertaken after the daily collection and before the completion of 7.6 hours will not attract any additional payment.
- 16.4 Every employee required to drive a waste removal vehicle will be required to hold a current New South Wales Heavy Rigid Vehicle (HR) Driver's Licence and such other licence as may be required under relevant legislation.
- 16.5 Where an employee is required to attend a training program(s) in lieu of normal collection duties, and during standard working hours, the rate of pay for the position held by the employee shall apply including daily attendance allowance.
- 16.6 Overtime shall be paid only when training programs extend beyond 7.6 hours/day.

17. Occupational Health and Safety

- 17.1 All employees covered by this Agreement shall, where appropriate, be provided with the following:
- 2 pairs of joggers or safety boots or shoes,
 - 3 pairs Council provided shorts and 2 pairs of track pants,
 - 2 Council safety T-shirts,
 - 1 Sloppy Joe, or equivalent,
 - Safety jackets or vests,
 - Hat and sunscreen, and
 - Wet weather clothing.



It is a condition of employment that all specifically designed safety clothing shall be worn at all times during the collection process, as appropriate to the conditions. Failure to do so will be regarded as a breach of Council's Occupational Health and Safety Guidelines.

All requests for replacement of clothing shall be accompanied by the relevant article to be replaced. Disputes, which occur in relation to the provision of clothing, shall be referred to the Manager, Works and Services for resolution.

17.2 Council shall provide a safe place of work and provide and require safe work practices in accordance with the provisions of the Occupational Health and Safety Act.

17.3 Council has a responsibility to provide waste collection staff with appropriate, timely and adequate training and resources in relation to providing a safe and healthy work environment.

18. Casual Employees

18.1 Council may engage casual employees for relief in the service in circumstances where regular staff numbers are depleted (including relief collectors) and no suitable Works and Services staff are available.

18.2 The hours of work for casual employees shall generally be those which apply to the collection team except where specifically directed by the Supervisor to work otherwise than in conjunction with a team.

18.3 Where permanent vacancies arise appointment will occur consistent with Council Policy, the provisions of the Award and the *Local Government Act 1993*.



18.4 Casual employees shall be paid the rate of pay as prescribed by this Agreement and a loading consistent with the relevant provisions of the Award. Casual employees shall not receive the attendance allowance as prescribed in sub-clause 9.2.

18.5 Position(s) which are occupied by casual employee(s) will be reviewed on a quarterly basis to establish whether the position(s) are ongoing and are required to be filled with permanent employee(s).

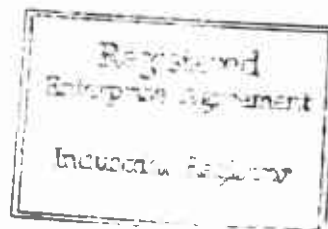
19. Working Below Established Crew

19.1 The parties to this Agreement are committed to improving the effectiveness of the service and to ensuring that no additional cost will be incurred by Council in backing up the service when staff are absent. Consistent with these principles, employees may make a suggestion to the Supervisor to back the service and take the opportunity to share in the payment which would otherwise be made to a casual employee(s) relieving absent staff. This process of backing up the service will not occur for more than three (3) successive working days.

19.2 The Supervisor and the Manager, Works and Services reserve the right to seek alternative means of addressing the absence including the engagement of casual employee(s) to assist with the day's collection.

19.3 When management agree to the staff suggestion and allow staff to back up the service within the crew rather than seeking the assistance of relief employee(s), the crew is expected, in normal circumstances, to undertake the additional work for the share of the payment which would otherwise be made to the relief employee(s) and within normal working hours. Overtime will be paid where a breakdown of plant or other exceptional circumstances cause the work to extend beyond 7.6 hours.

19.4 The back up of the service by staff, when agreed to by management, shall result in a payment equivalent to amount paid to relief staff being equally divided among each member of the Service Crew who work on the day.

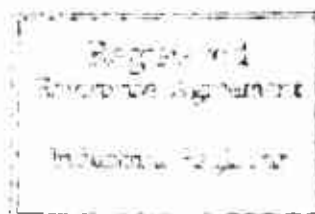


20. Replacement of Staff

- 20.1 When a position is to be filled due to an employee resigning or being terminated, Council shall advertise the position consistent with sub-clause 20.2.
- 20.2 Advertising of the vacant position shall occur within three (3) months of the vacancy being created and shall occur consistent with Council's requirements as an Equal Employment Opportunity employer. Where three (3), or more, appropriately qualified and experienced internal applicants are likely to be available for consideration for placement in the position, the position will be advertised, in the first instance, to existing Council employees. Where this is found not to be the case the position will be advertised externally.

21. Continuous Improvement

- 21.1 Employees of the Waste Management Service are committed to the principles of continuous improvement. Improvement in the service will be achieved by:
- Developing a positive attitude to the work.
 - Accepting change.
 - Making suggestions to achieve improvement.
 - Identifying and solving problems at source rather than allowing them to escalate.
 - Taking full advantage of training and development opportunities.
 - Being alert to experiences that may give rise to constructive change.
 - Seeking resolution of problems by negotiation.
- 21.2 **Job Redesign and Work Enhancement**
- Employees and management agree to the principles of job redesign and work enhancement which concentrate on broadening the range of skills each employee uses, and employees developing their personal abilities.



21.3 Customer Importance

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

21.4 Teamwork

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

22. Delegate's Rights

Union delegates shall have the rights detailed below. These rights shall be exercised in a manner consistent with Council's Code of Conduct Union Delegates.

- ✓ The right to be treated fairly and to perform their role as union delegate without any discrimination in their employment;
- ✓ The right to formal recognition by the employer that endorsed union delegates speak on behalf of union members in the workplace;
- ✓ The right to bargain collectively on behalf of those they represent;
- ✓ The right to consultation, and access to reasonable information about the workplace and the business;
- ✓ The right to paid time to represent the interests of members to the employer and industrial tribunals;
- ✓ The right to reasonable paid time during normal working hours to consult with union members;
- ✓ The right to reasonable paid time off to participate in the operation of the union;
- ✓ The right to reasonable paid time off to attend accredited union education;
- ✓ The right to address new employees about the benefits of union membership at the time that they enter employment;
- ✓ The right to reasonable access to telephone, facsimile, photocopying, internet and e-mail facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union;

