

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/175

TITLE: Manly Council Waste Management Service Enterprise Agreement 2003 - 2006

I.R.C. NO: IRC3/3940

DATE APPROVED/COMMENCEMENT: 18 August 2003

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**NEW AGREEMENT OR
VARIATION:** Replaces EA99/260

GAZETTAL REFERENCE: 10 October 2003

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COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged within the Waste Management Service in the capacity of Coordinator, Supervisor, Yard Paerson, Team Leader, Driver or Loader

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

Waste Management Service Enterprise Agreement 2003 - 2006

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1. Title and Intention of the Parties

This Enterprise Agreement is made in accordance with the provisions of sections 29 to 47 of the *Industrial Relations Act 1996*, and shall be known as the Manly Council, Waste Management Service Enterprise Agreement 2003 and shall provide the basis for determining the wages and general conditions of employment for staff employed in the waste collection service by Manly Council.

2. The Parties

The Parties to this Agreement are Manly Council (herein after referred to as Council) and the New South Wales Local Government, Clerical, Administrative, Airlines & Utilities Union.

3. Duress

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

4. Commencement and Duration

The Agreement shall come into operation from the date of approval by the Industrial Relations Commission of New South Wales and shall remain in force for a period of three (3) years.

5. Definitions

Award:

Shall mean the Local Government (State) Award 2001, and any Award that succeeds this Award.

Council:

Shall mean the Manly Council.

Council Policy:

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

Daily Agreed Average:

Shall mean the agreed share of the waste collection services to be

Darg:

Delivered by each crew based upon the total number of services to be provided and the number of vehicles in use (as referred to within Clauses 14.2 and 14.3).

Employee:

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

Union:

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

Service Crew:

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

Coordinator	1
Supervisor	1
Yard Person	1
Team Leader	8
Loader	13

Be-Tidy Driver	1
Total	25

Team:

Shall mean the complement of staff required to undertake the prescribed collection runs. A "Residential" Team shall be composed as follows:

Team Leader	1
Loader	2

A "Commercial" Team shall be composed as follows:

Team Leader	1
Loader	1

A Be-Tidy Team shall be composed as follows:

Driver	1
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Wage:

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

Waste Service:

Residential

Shall generally include residential garbage, residential recycling, general clean-up, pre-quoted clean-ups, and vegetation collection.

Commercial/Trade

Shall generally include garbage, recycling and other contracted waste collection services.

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

6. Relationship With the Award

- 6.1 This Agreement shall be read and interpreted wholly in conjunction with the Local Government (State) Award 2001, any amendments to that Award, or any new Award which succeeds that Award.
- 6.2 This Agreement shall not affect the payment of future Award based increases and there shall be no absorption of such increases for the purposes of this Agreement.
- 6.3 In the event of any inconsistency between the Award and this Agreement, the Agreement shall prevail to the extent of the inconsistency.
- 6.4 Where this Agreement is silent the Award shall prevail.

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.
- 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.

This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

8. Commitment to the Delivery of an Effective Service

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

Council, by all actions within its power, offers security of employment to the Waste Service Crew during the term of this Agreement.

Council in introducing the service arrangements that are recognised and rewarded through this Agreement has determined the number of permanent positions required within the service to ensure the provision of a reliable and consistent range of services.

Employees will work diligently and effectively to maintain and enhance the excellent service currently provided to the residents, businesses and visitors to Manly.

Management and staff within the service will act promptly, consistent with their scope of authority, to remove any impediments to the effectiveness of the service.

Management and staff will work together to ensure plant and equipment breakdowns, damage and failures are minimised, and are promptly addressed if they do occur.

Management and staff will work together in a team environment to ensure an effective communication is maintained and that further opportunities to improve and enhance the service are identified and introduced to assist in the ongoing security of Council employment in the long term.

9. Rates of Pay

Waste Collection Staff of Council shall be paid the rates of pay detailed below. The rates are inclusive of the Disability Allowance as prescribed by the Award (which shall be paid consistent with clause 7(ii) of the Award), the Recyclable Materials Productivity Allowance, the Supplementary Service (Sticker) Allowance and other allowances unless this Agreement specifically provides otherwise. Increases which are made to Award rates of pay and allowances shall flow into this Agreement and shall be the same quantum and shall be operative from the same date as applies in the Award.

Waste Collection Staff shall also be entitled to Salary System increases consistent with the progressional rules of Council's Salary System.

POSITION	RATE PER HOUR \$	RATE PER WEEK \$
Coordinator	26.33	1000.66
Supervisor	22.16	842.20
Team Leader	21.55	819.05
Driver	20.95	796.28
Loader	19.23	730.93
Yard Person	20.37	773.92

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

- 10.1 At six-monthly intervals following the implementation of this Agreement a review will be conducted of the waste collection workloads, by the parties, based upon the number of bins (55 litre equivalents - subject to Clause 15.6) which require collection.
- 10.2 The benchmark against which comparison is made is an average collection of 1,655 (55 litre) bins per vehicle per day.
- 10.3 Any movement in the number of collections will be established by reference to Council's computer based records of the number of residential assessments against which Council is levying a garbage charge or, if available, the number of bins which require collection. The number at the end of each 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 bins (55 litre equivalents) exceeds 1,655 a Standard Service Productivity Allowance of 20 cents per bin per truck will be paid.

11. Productivity-Based Remuneration Review - Supplementary Service Numbers

- 11.1 The revenue raised by Council from the sale of Additional Clearance Stickers is projected to progressively increase. However, the benchmark of \$32,000 provided for in previous Agreements shall remain the baseline, above which shall exist the provision for payment of Supplementary Service Payments, otherwise known as "Sticker Money". This payment will be made to staff by means of annual adjustment.

- 11.2 The level of the payment to be made within these arrangements is based on Council's current user cost of \$3.50 per service and represents a share of 40% to the employees from the additional revenue (above the baseline) gained through the provision of this service. Should the cost levied by Council increase from the current amount the basis of negotiations will continue to be 40% of this higher amount.

12. Domestic Collection Services

Hours of Work

- 12.1 The ordinary hours of work shall be thirty (38) per week and shall be worked between Monday and Friday (including all Public Holidays) in a manner to ensure the requirements of the position are effectively met consistent with the agreed job and finish.
- 12.2 The ordinary hours of work for the Coordinator, Supervisor and Yard Person shall be based on a standard working day of 7 hours and 36 minutes and shall be worked from Monday to Friday (including all Public Holidays paid at the appropriate penalty rate as per Clause 17(iii)b of the Local Government State Award 2001).
- 12.3 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 and Loaders in residential waste collection shall be considered to satisfy the standard working day.
- 12.4 The collection day shall normally commence at 5:00 am, except when the teams are collecting co-mingled recyclable materials when the day shall commence at 6:30 am.
- 12.5 Overtime will be paid when, for reasons beyond the reasonable control of the collection crew, the hours of work required in completing the darg for the residential service exceed 7 hours and 36 minutes on any day.
- 12.6 Any long term alteration of the commencement times for the shifts as provided for in subclause 12.4 shall be mutually agreed upon by the parties. Mechanical breakdowns, vehicle unavailability or other unforeseen circumstances may result in some members of the team being required to commence waste collection prior to 5:00 am.
- 12.7 In the event of unforeseen circumstances, such as staff shortage or mechanical breakdown, a minimum number of collection staff agree to work reasonable overtime, as a team, to ensure an effective service is maintained. Consistent with this clause, it is agreed that no disciplinary action will result from a refusal to work reasonable overtime.
- 12.8 Where a legitimate reason is provided for refusal to work reasonable overtime from Monday to Friday this shall not prejudice the employee's opportunity to work weekend overtime, where available, but always subject to ensuring the most effective and efficient service is provided.

13. Overtime

Except where otherwise provided in this Agreement all time worked by direction in addition to the ordinary hours as specified in clause 12 of this Agreement shall be overtime and shall be paid consistent with the overtime provisions of the Award.

14. Collection Schedule

- 14.1 Subject to any revisions to collection cycles that may be negotiated within the life of this Agreement, the collection schedule for residential waste and recyclable materials shall be arranged as follows:
- Monday - Garbage,
- Tuesday - Garbage,
- Wednesday - Vegetation or General Clean-ups,
- Thursday - Paper and Co-mingled Recyclable Materials week about,
- Friday - Paper and Co-mingled Recyclable Materials week about.
- Pre-paid clean-ups shall be carried out as required (see Clause 15.19)
- 14.2 The parties agree that waste removal collection runs throughout Manly will be monitored to provide an equitable distribution of collections throughout the week, making allowances for variations in terrain and nature of the housing and tonnage collected. The compilation and design of the runs will be achieved through full consultation with the staff.
- 14.3 Council reserves the right, consistent with sub-clause 14.2, to redesign any run and assign staff within the Collection Service as deemed necessary following proper consultation with the staff affected.
- 14.4 There will be no daily departure from the established route unless approved by the Waste Coordinator. There will be no permanent departure from the established route without the express approval of the Group Manager, Waste.
- 14.5 All vehicle departure times will be by agreement with the Waste Coordinator and in accordance with Council's requirements and environmental legislation.
- 14.6 On Wednesdays, when no scheduled work is provided for the residential waste teams, staff shall attend for allocation of work, or training, to the number of hours normally worked on that day, provided that it shall not be less than five (5) hours.

15. Collection Methods

15.1 General

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

- 15.2 Crew members should avoid entering into conversation with residents regarding any complaint or issue with the collection service but shall refer the matter to the Waste Coordinator as soon as is practicable.
- 15.3 In the event of it becoming apparent to the Team Leader that the run cannot be completed within the prescribed time due to a breakdown or other circumstances beyond the control of the crew, the Team Leader must report the position to the Coordinator who will exercise his judgement in determining the most appropriate course of action consistent with the spirit of this Agreement.
- 15.4 Each crew member shall receive appropriate training (see clause 16) in, become familiar with, and thereafter observe all relevant Council policies, regulations, codes and procedures in force from time to time. A copy of the relevant documents will be permanently available in the Waste Coordinator's office.
- 15.5 Each member of the crew shall receive appropriate training (see clause 19) in, 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. A copy of all relevant Safe Work Procedures and Operating Instructions will be located within each vehicle.

15.6 Bin Collection

Garbage bins are to be of a nominal 55 litre capacity (subject to any revisions in size/capacity to be negotiated within the life of this Agreement). Other than elsewhere provided, one bin only per property is collected each week or where an alternative approved Council bin is provided for multiple dwellings this shall be based on 55 litre bin equivalents.

15.7 A supplementary service, in addition to the normal bin, or paid additional service, will only be collected where the resident has fixed to the bin Council's pre-paid supplementary service sticker. Bins which are in excess of the paid service shall be marked with an excess service sticker.

15.8 Waste bins should be replaced in the position from which they were collected. Bins and other containers shall not be left in the middle of the footpath or on the edge of the gutter. Bin lids are to be placed on top of the empty container.

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

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

15.11 Missed Services

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

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

15.12 Unserviceable Bins

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

15.13 Spilt Waste

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

15.14 Difficulties Caused by Parked Cars

Where the driver experiences severe difficulty in manoeuvring the collection vehicle because of other vehicles being parked in the roadway, an appropriate advice is to be left by the Team Leader under the

windscreen of the offending vehicle(s). Where such problems are observed involving the same vehicle(s) more than three times in any two month period, the matter is to be brought to the attention of the Coordinator. In areas of demonstrable ongoing difficulty, Waste management will explore the feasibility of appropriate signage being placed in the area.

15.15 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 will notify the Coordinator and sticker the material appropriately. The Coordinator will attend to the issue of non-complying material of which he/she has been notified of by the Team Leader and shall arrange for its removal or alternative action. This may involve examination of the material by Rangers.

15.16 Green Waste

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

15.17 Recyclables

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

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

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

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

15.18 Paid Pick-up Service Rubbish

Where a paid pick-up service has been requested it shall be carried out as required by the Coordinator and as part of the normal process of collection. Payment for such services shall be made in response to an invoice issued by Council's Accounts Section in accordance with procedures introduced in July 2002.

15.19 Be-Tidy Bin Collections

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

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

Commercial Collection Services

15.20 Commercial Waste Service

Subject to a comprehensive review of operational and financial issues affecting the ongoing viability of the service, and to any revisions to be negotiated within the life of this Agreement, 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 Group Manager.

The ordinary hours of work shall be thirty (38) per week and shall be worked between Monday and Friday (including all Public Holidays) in a manner to ensure the requirements of the service are effectively met. The working (overtime) hours and length of work shifts on weekends are to be determined by the Group Manager Waste and Waste Coordinator in conjunction with the collection staff and will be contingent upon both customer demand and economic viability.

15.21 Service staff are required to document the services delivered on a run sheet or alternative means as provided by the Waste Coordinator to ensure accurate charging of the service. Staff are also required to inspect bins and report repair requirements and undertake minor repairs (eg greasing of wheels and 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.

15.22 Overtime will be paid when, for reasons beyond the reasonable control of the collection crew, the hours of work required in providing the scheduled services and list of additional duties exceed 7 hours and 36 minutes on any day.

15.23 The ordinary hours for Team Leaders and Loaders involved in the collection of commercial waste shall be based on the completion of the following list of duties. The work for the day, for the commercial waste crew, shall be finished on the completion of this list of duties to the satisfaction of the Waste Coordinator.

Maintaining containers - greasing wheels, cleaning and painting them etc

Trucks are to be washed, greased and sprayed with a masking agent

Delivering and exchanging garbage and recycling containers

Removal of recyclable materials from Depot to disposal site

Servicing public place recycling bins

16. Condition of Vehicles

- 16.1 All Team Leaders/Drivers are required to clean and refuel their vehicles at the completion of each day's work. If for any reason this is not possible the Coordinator will be notified and the vehicle will be refuelled immediately upon leaving the depot when commencing the run for the following day's work.
- 16.2 Vehicle inspections are to be carried out by the Team Leader/Driver at the start and completion of each day's appointed run and any required documentation completed. Any matters identified by the Team Leaders/Drivers as requiring attention are to be promptly raised with the Coordinator through the completion of the designated vehicle report form. If the vehicle requires mechanical repair, and is safe to be driven, the Team Leader/Driver shall deliver the vehicle to the workshop and report the problem to appropriate mechanical repair staff. Where practicable the vehicle shall be cleaned and appropriate documentation completed.
- 16.3 The Team Leader/Driver shall ensure that the cabin of each truck is cleaned and dirt and litter are removed on a daily basis.
- 16.4 Employees will provide all practical assistance to mechanical staff attending breakdowns in the field. Such assistance includes any necessary work required to make safe or clear the area in the vicinity of the breakdown, but does not include any work requiring the use of power tools (which will be responsibility of the mechanical support staff).
- 16.5 Team Leaders/Drivers are responsible to ensure that weights carted are within Roads and Traffic Authority (RTA) prescribed limits. Where any breach of legal limits occurs and there is evidence that the Team Leader/Driver could have reasonably known that the truck is overloaded, the Team Leader/Driver will be responsible for the payment of any fines or penalties imposed.
- 16.6 Team Leaders/Drivers are responsible to ensure adherence to all road traffic and other regulations pertaining to the operation of the vehicle. Where any breach of these regulations occurs and there is evidence that the Team Leader/Driver is negligent and could have reasonably known of the regulation, the Team Leader/Driver will be responsible for the payment of any fines or penalties imposed.
- 16.7 In the event of an accident or damage to property occurring the Team Leader/Driver of the vehicle shall report the incident to the Coordinator and complete the required accident report forms. These forms shall be passed without delay to the Coordinator. Where a Team Leader/Driver is involved in a motor vehicle accident, and is proven to be at fault, the Team Leader/Driver may be demoted for a period consistent with Council's disciplinary procedures, and will be required to undergo a driving assessment to establish whether 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.
- 16.8 Waste collection vehicles shall not be driven on the grass verge, or on footpaths, during the collection process.

17. Compliance With All Operational Requirements

It is understood that any breach of operational requirements, as referred to specifically within Clauses 12.4, 15.2, 15.8, 15.11, 15.13, 16.1, 16.2, 16.3, 16.5, 16.6, 16.8 and 20.1, and generally throughout this Agreement, will be considered to act to the detriment of the efficiency of the service and to Council. Such breaches may lead to disciplinary action being taken consistent with Council's current policy and practice and the Award.

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

18. Performance Measurement

- 18.1 The parties agree to establish a process of continuous improvement based upon performance measurement. This process will be undertaken by agreement between the parties.
- 18.2 Potential areas of performance measurement include:
- Performance against any SLA adopted by Council.
 - Operation against the budget/s determined by Council.
 - Corporate and community feedback in respect to the service provided.
 - The response time to action requests.
 - The "accidents and incidents" trend for the collection teams.
 - The number of substantiated complaints lodged in respect to the service provided.
 - The level of absenteeism of members of team.
 - The trial and introduction of new waste collection methods and equipment.
 - Comparison against any Key Performance Indicators which may be developed or adopted by Council from time to time.

19. Training and Development

- 19.1 All employees will be provided with access to training appropriate to their position and relevant to the Waste Collection Service that will allow them the opportunity to advance to more responsible positions within the Service. Promotion will be based on merit and a vacant position being available.
- 19.2 Every employee required to drive a waste removal vehicle will be required to hold a current New South Wales Heavy Rigid Vehicle (HR) Driver's Licence and such other licence as may be required under relevant legislation.
- 19.3 Where an employee is required to attend a training program(s) in lieu of normal collection duties, and during standard working hours, the base rate of pay for the position held by the employee shall apply.
- 19.4 Overtime be will paid when training programs extend beyond 7.6 hours.
- 19.5 Where training courses are required to be attended at the completion of the day's collection, but within standard hours (i.e. 7.6 hours), the employees involved shall be paid at the hourly rates for their positions for the time in training, in addition to their normal day's pay.
- 19.6 Sub-clause 19.5 shall not apply to induction training provided to employees during the first month of their employment with Council.

20. Occupational Health and Safety

- 20.1 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 "ruggers" style shorts and 2 pairs of track pants,
2 Council safety T-shirts,
1 Sloppy Joe, or equivalent,
Safety jackets or vests,
Hat and sunscreen, and
Wet weather clothing.

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

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

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

- 20.2 Council shall provide a safe place of work and work practices in accordance with the provisions of the Occupational Health and Safety Act.
- 20.3 Council has a responsibility to provide waste collection staff with appropriate, timely and adequate training and resources in relation to providing a safe and healthy work environment. A copy of all relevant Safe Work Procedures and Operating Instructions will be located within each vehicle.
- 20.4 It is Council policy to maintain the health and safety of staff by providing protection via a vaccination program to those staff considered to be at risk from diseases including Hepatitis B and tetanus.

21. Casual Employees

- 21.1 Council may engage casual employees for short-term relief in the waste collection service in circumstances where regular staff numbers are depleted and no experienced waste service staff are available.
- 21.2 The hours of work for casual employees shall generally be those which apply to the collection team except where specifically directed by the Coordinator to work otherwise than in conjunction with a team.
- 21.3 Where permanent vacancies arise appointment will occur consistent with Council Policy and the provisions of the Award.
- 21.4 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.
- 21.5 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).

22. Working Below Established Crew

- 22.1 The parties to this Agreement are committed to improving the effectiveness of the service and to ensuring that no additional cost will be incurred by Council in backing up the service when staff are absent. Consistent with these principles employees shall have the opportunity to share in the payment

which would otherwise be made to a casual employee when required to replace staff absent on annual leave, long service leave, sick leave or prolonged periods of workers compensation.

- 22.2 The payment shall be equally distributed to each member of the Service Crew who work on the day and shall be based on the rate of pay and casual loading (25%) applicable for the position being relieved. This payment will be made by means of an annual adjustment.
- 22.3 When staff exercise the option of backing up the service within the crew rather than seeking the assistance of casual employee(s), the crew is expected, in normal circumstances, to undertake the additional work for the share of the payment which would otherwise be made to the casual employee(s).

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

23. Replacement of Permanent Staff

- 23.1 The service crew as detailed in the Definitions clause of this Agreement shall be the staff establishment for the Waste Collection Service. When an employee resigns or is terminated from the service the position held by the employees shall be advertised.
- 23.2 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.
- 23.3 The selection panel for the replacement of a vacant position shall include at least one (1) representative from the Service Crew (refer to Definitions), except where the vacancy being filled is for the position of Coordinator. Placement of the successful applicant in the vacant position shall occur within six (6) months of the creation of the vacancy.

24. Grievance and Dispute Procedures

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

25. Continuous Improvement

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

Developing a positive attitude to the work.

Accepting and implementing change.

Making suggestions to achieve improvement.

Identifying and solving problems at source rather than allowing them to escalate.

Taking full advantage of training and development opportunities.

Being alert to experiences that may give rise to constructive change.

- 25.2 Job Redesign and Work Enhancement

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

25.3 Customer Importance

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

25.4 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.

26. Review of the Agreement

At the conclusion of twelve (12) months of operation of the Agreement the Waste Collection Service shall be reviewed by staff representatives and management to ensure that the Agreement supports the effective operation of the service and rewards staff appropriately for the service standards achieved during its life. The opportunity will be taken at that time to discuss and review issues of concern raised by either party.

27. Renegotiation of the Agreement

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

SIGNED on behalf of)
MANLY COUNCIL)
in the presence of) _____
General Manager

Witness

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

General Secretary

in the presence of

Witness