

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA00/15

**TITLE:** Northern Sydney Waste Board Enterprise Agreement 1999-2002

**I.R.C. NO:** 99/6110

**DATE APPROVED/COMMENCEMENT:** 9 December 1999

**TERM:** 36 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 60

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees employed by Northern Sydney Waste Board

**PARTIES:** Federated Municipal and Shire Council Employees' Union of Australia, New South Wales  
Division -&- Northern Sydney Waste Board



EX1



# NORTHERN SYDNEY WASTE BOARD



## ENTERPRISE AGREEMENT

1999 - 2002

EX1



# NORTHERN SYDNEY WASTE BOARD



## ENTERPRISE AGREEMENT

1999 - 2002

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### 1. Title and Intention of the Parties

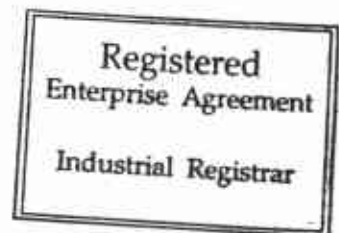
This Enterprise Agreement is made in accordance with the provisions of sections 29 to 47 of the Industrial Relations Act 1996 (the Act), and shall be known as the Northern Sydney Waste Board Enterprise Agreement and shall provide the basis for determining the rates of pay and conditions of employment of employees employed by the Northern Sydney Waste Board.

### 2. The Parties

The Parties to this Agreement are Northern Sydney Waste Board (herein after referred to as the Board) 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. 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

**Board:** Shall mean the Northern Sydney Waste Board, a public authority created under the Waste Minimisation and Management Act 1995.

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

**Ordinary Pay:** Shall mean remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay. Overtime payments are excluded from the composition of ordinary pay.

**Days:** Unless otherwise specified, shall mean calendar days.

Salary system: Shall provide the method of progressing through the Salary Bands established in this Agreement.

## 6. Salaries

### 6.1 Salary System

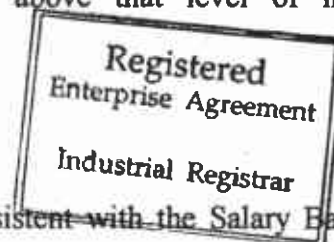
6.1.1 Employees shall be paid in accordance with the Salary Bands as detailed in subclause 6.2.

6.1.2 Employees shall progress through the Salary Band established for the position based on the performance of the incumbent and the Salary System Guidelines, which are Attachment 1 to this Agreement.

6.1.3 The Salary Band for any new positions established within the Board during the period of this Agreement shall be set by comparison to the benchmark Salary Bands established in subclause 6.2. These Salary Bands are based on the 75<sup>TH</sup> percentile of the market and shall provide a range of 10% above that level of market competitiveness.

### 6.2 Salary Bands

Employees of the Board shall be paid a salary consistent with the Salary Band as detailed below.



POSITION TITLE	SALARY BAND (Per Annum)
General Manager	\$117,500 - \$129,250
Projects Manager	\$100,000 - \$110,000
Special Project Officer	\$95,000 - \$105,000
Waste Services Manager	\$70,000 - \$77,500
Project Officer	\$57,500 - \$65,000
Junior Project Officer	\$32,000 - \$36,000
Administration Manager	\$52,000 - \$57,500
Administration Assistant	\$32,000 - \$36,000
Office Trainee	\$15,765 - \$21,000

### **6.3 Salary Band Increases**

The Salary Bands detailed above shall be reviewed in March in each year of the Agreement and shall be adjusted by a minimum percentage consistent with the Trend Estimate of the Growth in Public Sector Full-time Adult Total Earnings for the preceding twelve months as measured from November to November by the Australian Bureau of Statistics (ABS) (Publication Number: 6302.0).

### **6.4 Superannuation**

Increases in the national standards in occupational superannuation, as prescribed through the Superannuation Guarantee Act, shall be reflected in the payments made on behalf of employees of the Board into the superannuation scheme(s) of their choice.

### **6.5 Motor Vehicles**

Motor vehicles shall be included in the total remuneration package of positions as designated by the Board. Employees who hold positions which attract a motor vehicle as a feature of the total remuneration package shall make contributions to the costs associated with the vehicle as detailed in the Lease Back Motor Vehicle Policy which is Attachment 2 to this Agreement.

## **7. Payment of Employees**

7.1 The Board shall pay employees employed pursuant to this Agreement by the week. Any other period shall be by agreement between the Board and the employees affected.

7.2 The Board shall pay by direct credit to the employee's nominated account. The Board shall meet all charges ancillary to such payment.

7.3 The Board shall fix a regular day for the payment of employees. The Board may alter the pay day if there is prior agreement with employees affected.





7.4 Employees shall not suffer any reduction in their ordinary pay where they are prevented from attending work due to natural disasters, man made disasters, or other climatic circumstances beyond their control.

7.5 The Board shall be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.

### **8. Higher Duties**

An employee, who is required by the General Manager to relieve in a position which is placed within a higher salary band, shall be paid according to the following circumstances:

8.1 Where the employee has the qualifications and skills necessary to perform the position they shall be paid, in addition to their usual rate of pay, the difference between the entry level rate of pay for the Salary Band of their position and the entry rate of pay for the Salary Band of the position they are relieving.

8.2 Where the employee does not have the qualifications and skills necessary to perform the position they shall be paid at a rate negotiated between the General Manager and the employee.

### **9. Expenses**

#### **9.1 Telephone Installed at a Designated Employee's Residence**

Where an employee and the Board agree that a telephone installed at the employee's residence can be used as a means of communication to such employee the Board shall reimburse the employee the annual rental of such telephone and for the actual charge made for all outward calls made on the Board's behalf.



## 9.2 Miscellaneous and General Expenses

All reasonable expenses, including out-of-pocket, accommodation and travelling expenses, incurred in connection with the employee's duties shall be paid by the Board and, where practicable shall be included in the next pay period. An employee required to remain at a location away from home overnight shall be provided with suitable single accommodation of at least an NRMA rating of three stars, if available, and in addition shall be paid for all authorised out-of-pocket expenses. The method and mode of travelling and any other travelling and accommodation arrangements shall be agreed between the Board and the employee.

## 9.3 Car Allowance

Where by agreement an employee supplies a car the allowance to be made for the use and depreciation of such vehicle shall be:-

Piston Engine Capacity	Rate Per Kilometre (Cents)
Up to 2.5 litres	46
2.5 litres and over	54

## 10. Hours of Work

- 10.1 The ordinary hours of work are thirty-five per week and shall be worked between Monday to Friday inclusive and shall not exceed twelve (12) hours in any one day, between 7:00am and 7:00pm, exclusive of unpaid meal breaks.
- 10.2 The commencing and finishing times of employees currently in operation may be altered by agreement between the General Manager and the employee(s) concerned.
- 10.3 Any agreement to alter the spread of hours as provided for in this subclause must be genuine with no compulsion to agree.



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## 11. Overtime

- 11.1 When specifically approved prior to the time, working in excess of the ordinary hours shall be overtime and shall be taken as time off in lieu, or paid at the rate of time and one half for the first two hours and double time thereafter. The employee may choose the payment of overtime, time-off-in-lieu, or a combination of both.
- 11.2 Where agreement has been reached between the General Manager and the employee that the overtime shall be taken as time-off-in-lieu, then the time-off-in-lieu shall be accrued at the rate of single time. Time-off-in-lieu shall be taken at a time mutually convenient to the employee and the General Manager within three (3) months of the time being accrued.
- 11.3 Where in the three (3) month period from the date the time off in lieu was accrued no time convenient to the General Manager can be identified in which to take the time off then the employee shall be paid for the time. Payment for the accumulated time shall be at the rate of time and one half for the first one-third of the accumulation and double time for the remainder.
- 11.4 Where an employee is required to work beyond 6:00 p.m. then they shall be provided with a cab-charge voucher for the journey home, or, if the employee drives to and from work, the payment of any bridge or road tolls associated with driving the most expeditious route home.

## 12. Public Holidays

- 12.1 The days on which holidays shall be observed are as follows: New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day; Union Picnic Day, and all special days proclaimed as holidays to be observed throughout the whole of the State of NSW.



- 12.2 Union Picnic Day shall be a day mutually agreed upon by the Board and the employees between the Public Holiday granted for Boxing Day and New Year's Day. Alternatively should an employee choose to attend the Union's Annual Picnic, they shall not be entitled to a day's holiday between Boxing Day and New Years Day.
- 12.3 Where any of the holidays prescribed by this Agreement fall on a day ordinarily worked by the employee, the employee shall not have a reduction in ordinary pay.
- 12.4 Except as otherwise provided, where an employee is required to work on a holiday as prescribed by this Agreement, the employee shall be paid at double time and a half inclusive of payment for the day with a minimum payment of four hours worked.
- 12.5 Where an employee is required to work ordinary hours on a holiday as prescribed by this Agreement, the Board and the employee may agree that the employee be paid time and a half for the hours worked on a holiday and in addition, grant a day off in lieu to be paid at ordinary time for each holiday worked. Such leave shall be taken at a mutually convenient time.
- 12.6 The Board shall consider, at its October meeting, the granting of paid concessional leave to staff for the remainder of the period between the Public Holiday granted for Boxing Day and New Year's Day.

### 13. Sick Leave

- 13.1 Employees who are unable, due to sickness, to attend for work shall be entitled during each year of service to sick leave of three weeks at the ordinary rate of pay, subject to the following conditions:
- (a) The Board shall be satisfied that the sickness is such that it justifies the time off, and
  - (b) That the illness or injury does not arise from engaging in other employment, and

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- (b) That the proof of illness to justify payment may be required after two (2) days absence, or after three (3) separate periods in each service year, and
  - (c) When requested, proof of illness shall indicate the employee's inability to undertake their normal duties.

13.2 Proof of illness shall include certification from a qualified medical/health practitioner, registered with the appropriate government authority.

13.3 The Board may require employees to attend a doctor nominated by the Board at the Board's cost. —

13.4 Sick leave shall accumulate from year to year so that the balance of the entitlement to sick leave not taken in any one year of service may be taken in a subsequent year or years.

13.5 Where an employee has had 10 years' service with the Board and the sick leave entitlement as prescribed has been exhausted, the Board may grant such additional leave as, in its opinion, the circumstances warrant.

#### 14. Carer's Leave

14.1 Use of sick leave: an employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 14.3 who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 13, Sick Leave of this Agreement, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.



14.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

14.3 The entitlement to use sick leave in accordance with this subclause is subject to:

(a) the employee being responsible for the care of the person concerned; and

(b) the person concerned being:

(1) a spouse of the employee; or

(2) a defacto spouse who, in relation to the person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

(3) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster or step sibling) of the employee or spouse or de facto spouse of the employee; or

(4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

(5) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

(a) "relative" means a person related by blood, marriage or affinity;



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- (b) “affinity” means a relationship that one spouse because of marriage has to blood relatives of the other; and
  - (c) “household” means a family group living in the same domestic dwelling.

14.4 An employee shall, wherever practicable, give the Board notice prior to the absence of the intention to take leave, the name of the person requiring care and that person’s relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

14.5 Time off in Lieu of Payment for Overtime: An employee may, with the consent of the Board, elect to take time off in lieu accumulated in accordance with the provisions of this Agreement for the purpose of providing care and support for a person in accordance with subclause 14.3.

14.6 Makeup: An employee may elect, with the consent of the Board, to work “make-up time”, under which the employee takes time off during ordinary hours and works those hours at a later time, within the spread of ordinary hours provided in this Agreement, at the ordinary rate of pay for the purpose of providing care and support for a person in accordance with subclause 14.3.

14.7 Annual Leave and Leave Without Pay: An employee may elect, with the consent of the Board, to take annual leave or leave without pay for the purpose of providing care and support for a person in accordance with subclause 14.3. Such leave shall be taken in accordance with Clause 15, Annual Leave of this Agreement.



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## 15. Annual Leave

15.1 Annual leave of absence consisting of 4 weeks at the ordinary rate of pay, exclusive of public holidays observed on working days shall be granted to an employee, for each 12 months service and, except as provided for in 15.2, shall be taken on its due date or as soon as is mutually convenient thereafter to the Board and the employee.

15.2 The Board may direct an employee to take annual leave by giving at least four weeks prior notification in the following circumstances:

- (a) Where the employee has accumulated in excess of eight weeks annual leave;
- (b) A period of annual close-down of up to and including 4 weeks, or other period by agreement.

Provided that:

- (1) Where an employee has accrued more annual leave than the period of close down, the balance of such leave shall be taken in accordance with subclause 15.1.
- (2) In the case of employees who are not entitled to annual leave or do not have an entitlement sufficient to cover the period of the close-down, the Board shall endeavour to provide meaningful duties as are within the limits of the employee's skill, competence and training for the whole or part of the close-down.
- (3) In the event that meaningful duties are not available the employee may be directed to take leave without pay, or by agreement with the Board may take annual leave in advance of the entitlement provided that in the event of the employee leaving employment before the entitlement becomes due, such annual leave shall be repaid by a deduction from the employee's termination pay and such annual leave payment as is due at the time of termination.

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(4) In the event that leave without pay is directed to be taken, such leave shall be regarded as service for the purpose of the accrual of long service leave, sick leave and annual leave.

15.3 The Board shall pay each employee before the commencement of the employee's annual leave.

15.4 On resignation or termination of employment, the Board shall pay to the employee any accrued annual leave. In addition, the employee shall be paid annual leave on a proportionate basis being equal to one twelfth of the employee's ordinary weekly rate of pay for each completed week of service. The amount payable shall be calculated according to the ordinary rate of pay applicable at the date of termination of service.

Provided that the employee shall not receive payment for more than four weeks annual leave for any period of twelve months.

15.5 Where an employee receives a varying rate of pay for 6 months in the aggregate in the preceding 12 month period, the employee's ordinary rate of pay shall be deemed to be the average weekly rate of pay earned during the period actually worked over the 12 months immediately preceding the annual leave or the right to payment under this clause.

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## 16. Long Service Leave

16.1 (a) An employee of the Board shall be entitled to Long Service Leave at the ordinary rate of pay as follows:-

LENGTH OF SERVICE	ENTITLEMENT
After 10 years' service	13 weeks
After 15 years' service	19.5 weeks
After 20 years' service	30.5 weeks
For every completed period of 5 years' service thereafter	11 weeks

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- (b) An employee who has completed at least five years but less than ten years service with the Board shall receive the monetary equivalent of a proportionate amount on the basis of 1.3 weeks pay for each year of service computed in monthly periods. This payment shall be subject to the termination of employment for any cause, other than serious misconduct.
- (c) Where an employee has completed more than ten years service with the Board and is terminated for any cause, long service leave shall be deemed to have accrued for the employee's total length of service and an amount equivalent to such long service leave, less such leave already taken, computed in monthly periods and equivalent to 1.3 weeks for each year of service up to 15 years and 2.2 weeks for each year of service from 15 years onwards.
- 16.2 (a) Long service leave shall be taken at a time mutually convenient to the Board and employee in minimum periods of one week provided that all leave shall be taken within five years of it falling due.
- (b) Payment to an employee proceeding on long service leave shall be made by the Board at the employee's ordinary rate of pay at the time the employee enters upon the leave.
- (c) An employee who has become entitled to a period of leave and the employee's employment is terminated by resignation, death or dismissal for any cause shall be deemed to have entered upon leave at the date of termination of the employment and shall be entitled to payment accordingly.
- 16.3 There shall be deducted in the calculation of the employee's service all leave of absence without payment not specifically acknowledged and accepted by the Board as service at the time leave was taken.



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- 16.4 Long service leave shall be exclusive of annual leave and any other holidays as prescribed by Clause 12 of this Agreement, occurring during the taking of any period of long service leave.
- 16.5 When the service of an employee is terminated by death the Board shall pay to the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's decease.
- 16.6 Where an employees service is terminated through illness certified by duly qualified medical practitioner and such employee is re-employed by the Board within 12 months of termination of service, prior service shall be counted for the purpose of this clause.

#### **17. Primary Carer Leave**

- 17.1 Primary Carer leave is leave taken by an employee in connection with the birth of a child, or adoption of a child of less than six (6) months of age, for whom the employee is the primary carer. Primary Carer leave, in this Agreement, shall consist of an unbroken period of twelve (12) weeks leave, at the employee's ordinary rate of pay. Primary Carer leave may, as an alternative, be taken as an unbroken period of twenty-four (24) weeks leave, at ½ of the employee's ordinary rate of pay.
- 17.2 This paid leave shall not extend the maximum period of parental leave as prescribed by Part 4 of Chapter 2 of the Industrial Relations Act 1999 but shall be in addition to benefits and protection of employment provided by the Act and the Award.
- 17.3 Primary Carer leave granted pursuant to this Agreement shall be considered as service with the Board for all purposes.



## 18. Other Paid Leave

### 18.1 Jury Service Leave

An employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by the Board an amount equal to the difference between the amount in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

An employee shall notify the Board as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give the Board proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

### 18.2 Bereavement Leave

Where an employee is absent from duty because of the death of a person in accordance with paragraphs (a) - (e) below and provides satisfactory evidence to the Board of such, the employee shall be granted two days leave with pay upon application. In addition to this entitlement the employee shall also be entitled to paid leave for the duration of the day of notification of the death of a person in accordance with paragraphs (a) - (e) below.

Persons in respect to whom bereavement leave may be claimed shall include:

- (a) a spouse or de facto spouse of the employee, or
- (b) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including foster, step parents and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee, or
- (c) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fides domestic basis; or

(d) a relative of the employee who is a member of the same household, where for the purposes of this paragraph;

(1) "relative" means a person related by blood, marriage or affinity;

(2) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

(3) "household" means a family group living in the same domestic dwelling.

### **18.3 Union Conference Leave**

An employee of the Board who is an accredited delegate to the Union's Annual Conference shall be entitled to paid leave of absence for the duration of the conference; provided that there will be no more than one accredited delegate and that notice is submitted to the General Manager at least one month prior to the date of the conference.

### **19. Leave Without Pay**

19.1 Periods of leave without pay, shall be taken at a time mutually convenient to the Board and the employee, and shall not be regarded as service for the purpose of computing long service leave, sick leave or annual leave. Such periods of leave without pay shall not however, constitute a break in the employee's continuity of service.

19.2 An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.

### **20. Child Care at Work**

In extenuating circumstances where child care is necessary, children may be brought to work and provided with care in addition to the employee performing their normal duties. The child shall at all times remain the responsibility of the parent.

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## **21. Working from Home**

### **21.1 Principles**

The following key principles will apply to any working from home arrangements:

- ♦ An employee can only work from home with the agreement of the General Manager.
- ♦ The employee's must establish to the Board's satisfaction that the environment in the home based work site is appropriate for completing work in an effective manner.
- ♦ Working from home will not be used as a substitute for dependent care.
- ♦ Working from home will not affect an employee's conditions of service.
- ♦ Employees who work from home will have the opportunity to participate in relevant training and development opportunities.

### **21.2 Guidelines**

The General Manager will consider each request to work from home on an individual basis and will retain the right to decide which positions and/or times are suitable for working from home.

Positions, or projects, which are largely self contained and produce discrete pieces of work output (e.g. a project completed by one person) will be considered as suitable for working from home.

Positions which have one or more of the following characteristics will not be considered as being suitable for working from home:

- ♦ Involves a service which needs to be readily available to others, or involves high levels of interaction with other Board positions.
- ♦ Requires a high degree of guidance and supervision.
- ♦ Does not lend itself to objective performance monitoring.
- ♦ Required to provide full-time supervisory support to other Board staff.

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### 21.3 Equipment

The Board is responsible for the provision and maintenance of all necessary equipment for the employee working from home. The General Manager, in consultation with the employee, will agree on the range of equipment which will be necessary for the employee to safely undertake home based work.

### 21.4 Expenses

The Board's contribution towards the cost of operating from a home based work site shall be limited to the following:

- ♦ Telephone calls made on behalf of the Board.
- ♦ Agreed percentage of electricity costs, and
- ♦ Mail delivery and courier costs for deliveries made on behalf of the Board.

### 21.5 Occupational Health and Safety

The Board will take all reasonably practicable steps to provide a safe and healthy work environment for employees who are working from home. The employee will cooperate with the Board in their efforts to comply with occupational health and safety legislation and ensure the home based work site is safe.

### 21.6 Workers Compensation

Workers compensation shall apply consistent with the provisions of the Workplace Injury Management and Workers Compensation Act 1998 whilst the employee is working from home.

### 21.7 Third Party Liability

The Board is not responsible for third parties who visit a home based work site. Employees are responsible for the safety of visitors to their homes and may therefore choose to take out public liability insurance.



**21.8 Access to the Employee's Home**

Unless urgent access to the employee's home based work site is required, or the employee agrees otherwise, the Board will give at least one (1) full days notice of its intention to enter the home based work site.

**21.9 Hours of Work**

An employee who works from a home based work site shall maintain an accurate and up-to-date record of the hours worked at home. Overtime will only paid where a specific prior approval has been provided by the General Manager.

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**22. Study Leave**

**22.1 Study Leave and Training**

Study leave is provided in addition to the training which is provided to the employees of the Board. Training will be funded by the Board and will be approved by the Board's Training, Development and Education Committee to support the employee's development and the development of the services of the Board.

**22.2 Approval**

Study Leave is only available to staff of the Board when the course of tertiary study is approved by the General Manager, in consultation with the Board's Training, Development and Education Committee. The basis of this approval will be that the course provides a benefit to the operation of the position within the Board. The assessment of this benefit will be at the discretion of the General Manager.

**22.3 Contributions to Costs**

The Board shall contribute to the costs associated with attending an approved course based on the table below:

<b>Period of Service with the Board</b>	<b>Contribution to Costs</b>
Up to three (3) years service.	\$500.00
More than three (3) years and less than five (5) years service.	\$1,000.00
More than five (5) years service.	\$1,500.00



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Such costs shall be reimbursed based on the production of invoices for course fees or associated purchases.

**22.4 Study Leave**

Leave up to ten (10) half days, or five (5) full days, per year shall be available to allow the employee undertaking study to prepare for exams or assignments. These days of study leave shall be granted in a manner proportional to the course structure.

**22.5 Exam Leave**

Leave of two (2) half days per semester, or trimester, per subject undertaken. Exam leave shall be available to complete end of semester, trimester, or end of year exams. In cases where the understanding of the subject is not assessed through the completion of exams this leave shall be available to complete assignments.

**23. Part-time Employment**

23.1 A part-time employee shall mean an employee who is engaged on the basis of a regular number of hours which are less than the full-time ordinary hours in accordance with clause 10. Hours of Work of this Agreement.

23.2 The Board and the employee shall agree that the work shall be performed on a part-time basis.

23.3 Prior to commencing part-time work the Board and the employee shall agree upon the conditions under which the work is performed including:

- (a) The hours to be worked by the employee, the days upon which they will be worked and the commencing times for the work.
- (b) The nature of the work to be performed.
- (c) The rate of pay as paid in accordance with this Agreement.



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- 23.4 The conditions may also stipulate the period of part-time employment.
- 23.5 The conditions may be varied by consent.
- 23.6 The conditions or any variation to them must be in writing and retained by the Board. A copy of the conditions and any variation to it must be provided to the employee by the Board.
- 23.7 Where it is proposed to alter a full-time position to become a part-time position the Board and the employee shall agree upon the conditions, if any of a return to full-time work.
- 23.8 A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in Clause 10. Hours of Work of this Agreement, the provisions of Clause 11. Overtime shall apply.
- 23.9 Part-time employees shall receive all the conditions prescribed by the agreement on a pro-rata basis of the regular hours worked. An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- 23.10 Where a public holiday falls on a day which a part-time employee would have regularly worked, the employee shall be paid for the hours normally worked on that day.
- 23.11 A change to full-time employment from part-time employment or to part-time employment from full-time employment shall not constitute a break in continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.

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## **24. Casual Employment**

- 24.1 A casual employee shall mean an employee engaged on a day to day basis.
- 24.2 A casual employee shall be paid the hourly rate for ordinary hours worked in accordance with Clause 10. Hours of Work.
- 24.3 Overtime shall be paid where a casual employee works outside the ordinary hours for that position. In cases where there are no ordinary hours for the position, overtime shall be paid for the hours worked in excess of those prescribed in Clause 10. Hours of Work.
- 24.4 In addition the amounts prescribed by subclause (ii) of this clause, a twenty- percent loading, calculated on the ordinary hourly rate, shall be paid. Penalties shall not be paid on the loading component of pay. This loading shall be paid in lieu of all leave prescribed by the Agreement.
- 24.5 A casual employee shall not replace an employee of the Board on a permanent basis.

## **25. Job Share Employment**

- 25.1 Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one position.
- 25.2 Job sharing shall be entered into by agreement between the Board and the employees concerned.
- 25.3 The Board and the job sharers shall agree on the allocation of work between job sharers.
- 25.4 (a) The ordinary hours of work of the position shall be fixed in accordance with Clause 10, Hours of Work of this Agreement.



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(b) The job sharers in conjunction with the Board shall agree on the hours to be worked. Such agreement shall specify the regular number of ordinary hours to be worked by each job sharer.

25.5 (a) In the absence of a job sharer the remaining job sharer(s) may be required by the Board to relieve the absent job sharer provided the remaining job sharer(s) are reasonably available.

(b) In such cases the relieving job sharer(s) shall be paid their ordinary rate of pay for the time relieving.

25.6 A job sharer may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in Clause 10, Hours of Work of this Agreement the provisions of Clause 11. Overtime, shall apply.

25.7 The Board must establish appropriate communication mechanisms between the job sharers to facilitate the handing over of tasks from one job sharer to another.

25.8 (a) Job sharers shall have access to all provisions of this Agreement including training and development.

(b) Job sharers shall receive pro-rata pay on conditions in proportion to the ordinary hours worked by each job sharer.

(c) An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.

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(d) A change to job sharing from full-time or part-time employment or from job sharing to full-time or part-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.

25.9 In the event of a job sharer vacating the position the Board shall review the position and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.

25.10 The terms of a job share arrangement or any variation to it must be in writing. A copy of the arrangement and any variation to it must be provided to the job sharer(s) by the Board.

## **26. Training and Development**

26.1 The parties shall establish a Training Plan and budget which promote the efficiency and productivity of the Board's operations and services. The Plan shall provide for reasonable and equitable access to training, mobility through the salary structure, and skill maintenance.

26.2 Selection of participants to receive required training in accordance with the Board's training plan is to be based on merit and the needs of the employee as identified in the employee's performance appraisal.

26.3 If an employee is required by the Board to undertake training in accordance with the Board's training plan:

(a) The Board shall grant the employee paid leave to attend course requirements where the training is undertaken during ordinary working hours;

(b) Where the course requirements contain more than a 15% off-the-job component calculated over any 12 month period the extent to which the Board will grant paid leave to attend such course requirements must be specified in the training plan;

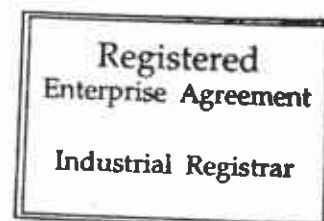
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- (c) The Board shall pay course fees at the commencement of each stage but shall not pay if the employee is repeating;
  - (d) The Board shall either provide transport or pay reasonable travelling expenses to enable employees to attend course requirements; and
  - (e) Reasonable travel arrangements shall be agreed.
  - (f) Where an employee is required to complete major assignment(s) the Board and the employee shall agree upon appropriate flexible work and study arrangements as are practicable.

26.4 The Board may grant an employee undertaking a course consistent with the Board's training plan, although not at the Board's requirement, leave with pay or leave without pay to attend course requirements provided that the employee gives reasonable notice of such requirements. Where the employee is not granted such leave the Board shall give preference in granting annual leave or other accrued leave to attend course requirements provided that the employee gives reasonable notice of such requirements. The Board may pay course fees at its discretion.

### **27. Consultative Mechanism**

The parties shall establish a consultative mechanism appropriate to its size, structure, and the need for consultation on matters including, but not limited to:

- Implementation of the Agreement.
- Development of the Salary System.
- Training, including union training.
- Hours of Work.
- Part-time employment and job share arrangements.



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## **28. Performance Evaluation and Reward**

28.1 The objective of performance development system is to enhance the performance of the Board. Through the process of work planning and assessment employees will have an active role in determining their objectives and in ensuring that the targets established are realistic and are within the position's capacity to achieve.

A key aim should be to provide a means of recognising and rewarding high performance and to provide an early assessment and response to substandard performance.

A review system also provides a basis for identifying development needs for individuals, and can be used as an important input to promotion decisions.

28.2 This Agreement recognises that all employees will have on-going feedback about performance.

The performance development process can be simplified to three stages:

- (a) Joint development on objectives and targets;
- (b) Progress reviews; and
- (c) A formal performance review which is followed by decisions and outcomes.

## **29. Appointment and Promotion**

29.1 When it is proposed to make an appointment or promotion to a new or vacant position within the organisation structure of the Board, the position must be advertised in a manner sufficient to enable suitably qualified persons to apply for the position.

This subclause applies to the appointment of any employee where the term or terms of employment are for more than 12 months in any period of 2 years.

29.2 When the decision is being made to appoint a person to a position:

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(a) only a person who has applied for an appointment to the position may be selected; and

(b) from among the applicants eligible for appointment, the applicant who has the greatest merit is to be selected.

29.3 The merit of the persons eligible for appointment to a position is to be determined according to:

(a) the nature of the duties of the position; and

(b) the abilities, qualifications, experience and standard of work performance of those persons relevant to those duties.

29.4 Where requested in writing, internal applicants shall be given the reasons in writing for not being appointed.

29.5 Subclauses 29.1, 29.2 and 29.3 of this clause do not apply to any appointment which is made by way of demotion or lateral transfer unless the Board decides that those subclauses are to apply to the appointment.

29.6 If a position within the organisation structure of the Board is vacant or the holder of such a position is sick or absent, the Board may appoint a person to the position temporarily. A person appointed to a position temporarily shall not continue in that position for a period of more than 12 months.

### **30. Grievance and Disputes Settling Procedure**

30.1 At any stage of the procedure, the employee(s), and the Board, may be represented by their respective industrial representatives.

30.2 A grievance or dispute shall be dealt with as follows:

(a) The employee(s) shall notify the supervisor of any grievance or dispute and the remedy sought, in writing.



- (b) A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.
- (c) If the matter remains unresolved, the employee(s) may request the matter be referred to the General Manager for discussion. A further meeting between all parties shall be held as soon as practicable.
- (d) If the matter remains unresolved the General Manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.
- (e) Where the matter remains unresolved, it may be referred to a sub-committee of the Board comprised of one Director nominated by the employee, one Director nominated by the General Manager and the Chairperson of the Board.

30.3 The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.

30.4 During this procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal.

### **31. Disciplinary Procedures**

#### **31.1 Employee's Rights**

Notwithstanding the procedures below, an employee shall:

- (a) Have access to their personal files and may take notes and / or obtain copies of the contents of the file.
- (b) Be entitled to sight, note and / or respond to any information placed on their personal file, which may be regarded as adverse.



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- (c) Be entitled to make application to delete or amend any disciplinary or other record mentioned on their personal file that the employee believes is incorrect, out-of-date, incomplete or misleading.
  - (d) Be entitled to request the presence of a union representative and / or the involvement of the Union at any stage.
  - (e) Be entitled to make application for accrued leave for whole or part of any suspension during the investigation process.

### **31.2 Employer's Rights and Obligations**

Notwithstanding the procedures contained below, the Board shall:

- (a) Be entitled to suspend an employee with or without pay during the investigation process provided that:
  - (1) If, after investigation, the reasons for the suspension are found to be inappropriate, the employee shall not suffer any loss of pay for the period under suspension.
  - (2) The suspension shall not effect the employee's continuity of service for the purposes of accruing leave entitlements.
  - (3) The Board shall not unreasonably refuse an application for paid leave under this provision.
  - (4) By agreement an employee may be transferred to another position or place of work.
- (b) Properly conduct and speedily conclude an investigation into the alleged unsatisfactory work performance or conduct.

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- (c) Be entitled to terminate an employee's services in accordance with Clause 33. Termination of Employment of this Agreement.
  - (d) Be entitled to request the presence of a union representative at any stage.

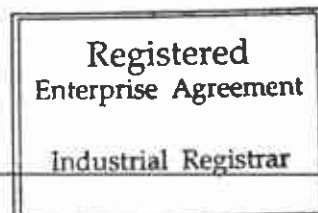
### 31.3 Procedures

- (a) Where an employee's work performance - or conduct is considered unsatisfactory, the employee shall be informed in the first instance of the nature of the unsatisfactory performance or conduct and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer of the Board.

Unsatisfactory work performance or conduct shall include, but not be limited to, neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record shall be kept on the appropriate file of such initial warning. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.

- (b) Where there is re-occurrence of the unsatisfactory work performance or conduct, the employee shall be warned formally in writing by the appropriate officer of the Board and counseled.

Counseling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record shall be kept of such formal warning and counseling. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.



- (c) If the employee's unsatisfactory work performance or conduct continues or resumes following the formal warning and counseling, the employee shall be given a final warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.
- (d) If the employee's work performance or conduct does not improve after the final warning further disciplinary action shall be taken.

#### **31.4 Penalties**

After complying with the requirements above, the Board may:

- (a) Demote the employee to a lower paid position, provided that the employee shall not suffer a reduction in the rate of pay for 2 weeks from the date of the demotion.
- (b) Suspend an employee without pay from work for a specified period of time.
- (c) Terminate the employment of the employee.



#### **32. Occupational Health and Safety**

The Board shall provide a safe place of work and work practices in accordance with the provisions of the Occupational Health and Safety Act.

#### **33. Termination of Employment**

33.1 An employee shall give to the Board 2 weeks notice of their intention to terminate their employment. If no such notice is provided, the Board shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under this Agreement.

33.2 The Board and an employee may agree to a shorter period of notice for the purpose of this subclause, in special circumstances.

33.3 The Board shall give to an employee a period of notice of termination in accordance with the scales set out below or by payment in lieu thereof.

<b>EMPLOYEE'S PERIOD OF CONTINUOUS SERVICE</b>	<b>PERIOD OF NOTICE</b>
Less than 3 years	At least 2 weeks notice
3 years and less than 5 years	At least 3 weeks notice
5 years and beyond	At least 4 weeks notice

33.4 The provisions of this clause shall be read subject to the provisions of Clause 34. Workplace Change and Redundancy of this Agreement.

#### **34. Workplace Change and Redundancy**

##### **34.1 The Board's Duty to Notify**

- (a) Prior to making a decision to competitively tender a service, the Board shall notify and consult with the Union and the employee(s) who may be affected.
- (b) Where the Board has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Board shall notify the employees who may be affected by the proposed changes and the Union.
- (c) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Board's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where this Agreement makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.



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### 34.2 The Board's Duty to Discuss Change

- (a) The Board shall discuss with the employees affected and the union, inter alia, the introduction of the changes referred to in sub-clauses 34.1(a) and (b) of this clause effects the changes are likely to have on employees and measures to avert or mitigate the adverse changes on employees and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes and may reconsider its original decision.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the Board to make the changes referred to in sub-clause 34.1(a) and (b) of this clause.
- (c) For the purposes of the discussion, the Board shall provide to the employee(s) concerned and the Union all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employee(s) and any other matters likely to affect employee(s).

### 34.3 Discussion Before Termination

- (a) Where the Board has made a definite decision the Board no longer wishes the job the employee has been doing done by anyone pursuant to subclause 34.1 (a) and (b) of this clause and that decision may lead to the termination of employment, the employer shall hold discussions with the employee directly effected and with the union to which they belong.
- (b) The discussion shall take place as soon as it is practicable after the Board has made a definite decision which will invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned.

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- (c) For the purposes of the discussion, the Board shall, as soon as practicable, provide to the employees concerned and the union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employees likely to be effected and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that the Board shall not be required to disclose confidential information the disclosure of which would adversely affect the Board.

#### **34.4 Notice to Employment National**

Where a decision has been made to terminate employees, the Board shall notify Employment National as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

#### **34.5 Notice of Termination**

- (a) Four weeks notice to terminate or pay in lieu thereof shall be given.
- (b) Where an employee is to be terminated because of the introduction of technology he/she shall be entitled to the following:
- (1) Three (3) months notice of termination or
  - (2) Payment in lieu of the notice in paragraph (1) above. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
  - (3) Notice or payment of notice under this paragraph shall be deemed to be service with the Board for the purposes of calculating leave entitlements under this Agreement.



### 34.6 Severance Pay

- (a) This subclause shall apply where an employee is terminated due to redundancy. The Board shall be exempt from the operation of this subclause where the employee concerned has been offered, but has refused to accept, an alternative position within the Board's organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.
- (b) In addition to any required period of notice, and subject to 34.5, the employee shall be entitled to the following;

IF THE EMPLOYEE IS LESS THAN 45 YEARS OF AGE

COMPLETED YEARS OF SERVICE WITH THE BOARD	ENTITLEMENT
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	7 weeks pay
3 years and less than 4 years	10 weeks pay
4 years and less than 5 years	12 weeks pay
5 years and less than 6 years	16 weeks pay
6 years and less than 7 years	20 weeks pay
7 years and beyond	An additional 2 weeks per year of service.

Employees aged less than 45 years shall receive an entitlement of up to 26 weeks pay in accordance with the above table.





**IF THE EMPLOYEE IS 45 YEARS OF AGE AND OVER**

<b>COMPLETED YEARS OF SERVICE WITH THE BOARD</b>	<b>ENTITLEMENT</b>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	8.75 weeks pay
3 years and less than 4 years	12.5 weeks pay
4 years and less than 5 years	15 weeks pay
5 years and less than 6 years	17.5 weeks pay
6 years and less than 7 years	20 weeks pay
7 years and beyond	An additional 2 weeks per year of service.

Employees aged 45 years and over shall receive an entitlement of up to 26 weeks pay in accordance with the above table.

- 34.7 An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they had remained in the Board's employment until the expiry of the notice period.
- 34.8 During a period of notice of termination given by the Board, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by the Board the employee shall provide proof of attendance at an interview.
- 34.9 If the employee agrees to be redeployed by the Board into a lower paid position, the employee's existing salary and conditions shall be maintained for a period equivalent to the amount of notice and redundancy pay that the employee would be entitled to under this Agreement. Provided that should the employee resign during the period of salary maintenance, as provided for by this subclause, the balance of any notice and redundancy pay that the employee would have been entitled to for the remainder of the period of salary maintenance shall be paid on termination.

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- 34.10 The Board shall, upon receipt of a request from an employee show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- 34.11 The Board shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.
- 34.12 In the event that the Board determines that a position is redundant, the Board where practicable, shall firstly offer such redundancy on a voluntary basis.
- 34.13 Subject to an application by the Board and further order of the Industrial Relations Commission of New South Wales, the Board may pay a lesser amount of severance pay than that contained in 34.5 above if the Board obtains acceptable alternative employment for an employee.

### **35. Union Membership**

The union has played a critical role in the establishment of this Agreement and the Board will actively support the option of deduction from the Board payroll of Union dues, for those employees wishing to become union members. The Board will consult the Union on significant matters consistent with the requirements of this Agreement and in a spirit of open involvement as the legitimate representatives of the employees.

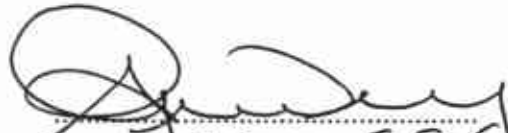

### **36. Renegotiation of the Agreement**

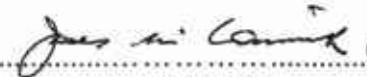
The parties to this Agreement shall meet to renegotiate the provisions contained herein six (6) months prior to the date of its cessation. Should there be no agreement between the parties the existing provisions shall remain in force until rescinded by the making of a new Enterprise Agreement.



SIGNED on behalf of  
Northern Sydney Waste  
Board  
in the presence of


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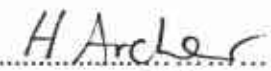
  
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Chairperson S.G. GIBNEY  
  
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Director B.P. MURPHY

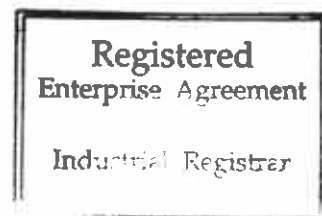
  
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Witness

SIGNED on behalf of  
Federated Municipal and Shire Council  
Employees' Union of Australia,  
New South Wales Division  
in the presence of

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General Secretary

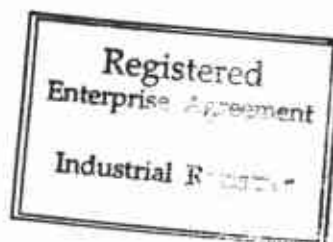
  
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# NORTHERN SYDNEY WASTE BOARD

## SALARY SYSTEM DOCUMENTS



DOCUMENT TITLE	DESCRIPTION
Salary System Guidelines	Guidelines which provide the mechanism for progression within the Salary Band and the link between the Salary System and the Enterprise Agreement. The Enterprise Agreement then identifies the mechanism for Salary Band adjustment.
Performance Development System Guidelines	Document which explains the process of performance appraisal and provides guidance to employees and management in the process of to ensure it is a positive feature of employment with the Board.
Performance Recognition	Form to allow the performance of the Board's employees to be assessed in the period prior to the development of the integrated salary system. The Performance Recognition process will allow feedback between management and the employee and provide the basis for initial movement within the Salary Band.
Work Plan	Format for detailing the agreement between the employee and management in respect to the objectives of the position and how these objectives are to be measured.
Performance Appraisal	Appraisal process for clerical and administrative employees who support the operation of the Board through a range of activities and who do not plan their work for the periods necessary to make the Work Planning process an effective means of appraising their performance.

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# NORTHERN SYDNEY WASTE BOARD

## SALARY SYSTEM GUIDELINES

### Objectives of a salary system:

1. Internal equity - to ensure internal relativities between jobs are fair, equitable and defensible.
2. External competitiveness - to set salaries which are competitive and flexible enough to attract and retain staff.
3. Individual motivation - to provide a remuneration system with sufficient incentive for employees to achieve their job objectives.
4. Ease of administration - to be sufficiently simple to communicate and administer.

The Guidelines detailed below have been established to guide the operation of the Board's Salary System. Where significant issues are identified in relation to the operation of the System the matter shall be resolved through consultation between management and the staff.

### Enterprise Agreement Variations

The Salary Bands for each of the positions within the Board shall be increased consistent with the provisions of the Northern Sydney Waste Board - Enterprise Agreement.

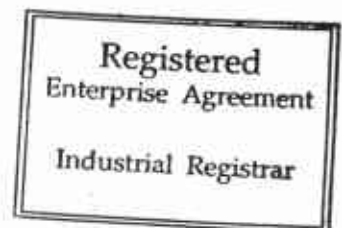
### Adjustment Within the Salary Range for the Position

- Work Plans will be established and assessed throughout the year consistent with the procedure detailed in the Performance Development System Guidelines.
- The Performance Scores for each employee will be determined consistent with the guidelines.
- The Salary Band for each position will be based on the 75<sup>th</sup> percentile of the competitive salary market for the position. The Salary Band will provide an opportunity for the position holder to progress through a range of 10% above the amount established as the 75<sup>th</sup> percentile of the market.
- The Salary Band for each position be divided into four equal steps. Each step will be available based on an Annual Performance Score, within the Performance Development System, in excess of 60. This progression will not be at risk and will form the base from which further progression through the salary range shall be made.

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## System Review

The Salary System Guidelines and associated documents shall be reviewed on an annual basis by management and the employees of the Board, represented by the Union, to ensure they continue to support and reward performance that increases the effectiveness of Board's services.



# **NORTHERN SYDNEY WASTE BOARD**

## **PERFORMANCE DEVELOPMENT SYSTEM**

### **GUIDELINES**

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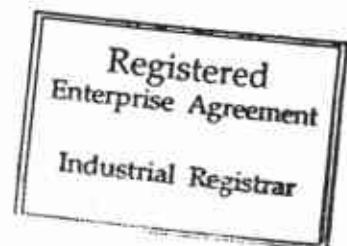


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## Making the most of Work Planning

The planning process creates valuable opportunities for management and staff:

- to *agree* on the work objectives which we trying to accomplish together
- to *focus* attention on work targets to ensure clear measures are developed
- to be *clear* about mutual expectations - who is accountable for doing what, how, with what priority and by when
- to *diagnose* and *discuss* in an objective way all the factors which contribute to or inhibit success in achieving work objectives
- to *identify* the areas in which the individual's contribution is as good as it needs to be (or better), and the areas in which it needs to be strengthened
- to *focus* on areas where performance may be improved through training and development



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## Key features of the Performance Development System

### *Work Planning Cycle*

The Performance Development System will operate in conjunction with the Salary Administration System to provide a method of appraising and rewarding the staff of the Board. Under this system the performance of each employee will be reviewed every six months. The six monthly reviews will be combined to establish an accurate picture of the performance of the employee over the twelve months and to provide the basis for salary review and progression within the range established by the Board.

The establishment of the basis for payment for performance is only one element of the assessment. Setting objectives and monitoring your success in achieving the agreed targets will help management to provide effective ongoing support and development.

### *Employee Responsibilities*

Before the appraisal, you should:

- ◆ Review targets on previous the Work Plan
  - did I meet the targets set?
  - if not, what impediments were there preventing achieving the goals?
  - were there any factors that influenced goal achievement that need to be removed/enhanced to assist future goal achievement?
- ◆ Set future goals
  - what objectives should I set myself for the coming year?
  - what targets would be appropriate to measure the achievement of these objectives?

### *Management Responsibilities*

Before the appraisal, the manager should:

- ◆ Consider how the employee performed against the objectives set and the targets agreed.
- ◆ Consider the objectives and targets for the coming year for the employee.
- ◆ Consider each objective carefully and their respective importance to the overall performance of the job.
- ◆ Consider what training would assist the employee to improve and/or maintain a high standard of performance.

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## The Performance Development System Cycle

### *Beginning of Cycle*

#### *Performance Agreement*

At the beginning of the appraisal cycle, the manager and employee agree on the work plan, specific results sought for the period of appraisal, and the way these will be measured for the job.

As a general rule not more than five objectives will be recorded.

Results sought (targets to be achieved) should be achievable, realistic, measurable and specific. Against each objective in the work plan two targets need to be identified (e.g. the date on which a project is to be completed and a relevant quality measure, such as to the satisfaction of the Board). Clearly stated results, which meet the above criteria, will make the process of assessment against agreed results easier and less subject to disagreement.

### *Mid-Cycle*

#### *Coaching to ensure targets are achieved*

In a normal twelve-month cycle the employee and the Manager/General Manager will have regular discussions regarding the continuing relevance of the targets set for each of the objectives. These review interviews should occur at least each six months. Where changes beyond the control of the employee affect the achievement of the objective the targets set need to be reviewed. These changes will be recorded in the Comments section of the Work Plan.

The review interviews provide an opportunity to:

- ◆ Discuss any changes that may have occurred to objectives, targets relevant to the objective, or any factors affecting the achievement of the targets, which were/are outside the employee's control,
- ◆ Amend targets in the light of any changes that may have occurred which significantly affect their achievement.

#### *Documentation*

Changes made to the work plan are recorded on the form and the basis of these changes is recorded in the comment column. The employee and the manager should keep a copy of the amended work plan.

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## ***End of Cycle***

At the end of the appraisal cycle, a formal assessment interview is conducted to assess performance over the period of the cycle.

### ***Interview Preparation***

A time is set for the appraisal where both the employee and the manager have at least one week to prepare for the process.

### ***The Interview***

The assessment interview will be conducted by the relevant Manager, the General Manager, or by the Board. The assessment interview should include the following:

- ♦ Discussion and agreement on the performance of the employee in each of the objectives established in the work plan and against the targets agreed. The Performance Rating Scale is provided as a guide to the determination of the appropriate score in each objective.
- ♦ Development and agreement on the objectives and relevant targets for the year ahead.

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## **Performance Assessment Definitions**

### ***Importance***

The use of a weighting factor in the work planning process allows the manager, together with the employee, to place emphasis on objectives, which are more important to the success of the position. Where each of the objectives are of similar importance the importance ratings will all be the same. The addition of each of the importance ratings to a total of 100 reflects the fact that the full complement of objectives have been identified.

The calculation of the appropriate weighting for each objective can be made easier by asking the following question:

"What percentage of all my objectives is represented by the successful completion of this objective?"

### ***Performance Rating***

At the time of performance appraisal the manager and the employee will review the performance of the objective against the target(s) established. A ten (10) point scale (see the attached Performance Rating Descriptions) is used to allow the full range of performance outcomes to be recorded. A score of 6 is made where the employee has met all the requirements of the target established. Scores higher up the scale recognise performance, which has exceeded some or all features of the target established. Scores at the lower end of the scale reflect performance in the objective below the target established when the plan was prepared.

When issues beyond the employee's control have caused the failure to meet the target the circumstances will have been recorded in the Comments column at the time they occurred. These circumstances will be taken into account in rating performance in the objective.

### ***Work Planning Score Calculation***

The Performance Rating is multiplied by the Importance and each of these Performance Scores is added together. The Total Performance Score is divided by 10 to provide a Work Planning Score out of 100.



## Performance Rating Descriptions

Rating	Description
10	Performance in all respects of the objective has been well above the requirements established in the target for the complete review period.
9	Displayed exceptional work planning ability, handled any unusual requirements of the objective, unexpected situations and extreme workloads with consistent reliability and efficiency.
8	Performance, in a range of features of the objective, has been above requirements established in the target for the complete review period.
7	Displayed abilities and handled unusual job requirements efficiently and with minimal guidance.
6	Performance in the objective has met all the requirements of the target for the period of review.
5	Performance in the objective has met most of the requirements of the target for the period of review.
4	Some additional work planning and development is necessary.
3	Performance in the objective has not met all the requirements of the target for the review period.
2	Considerable support and development is required in work planning.
1	Performance in the objective has significantly failed to meet the requirements of the target and no appropriate feedback was given of the problem. A supplementary review of progress in achieving this target is required in three months from the date of review.

# NORTHERN SYDNEY WASTE BOARD

## PERFORMANCE RECOGNITION

Name: \_\_\_\_\_ Position Title \_\_\_\_\_

Importance rating for each attribute: 0 = Not applicable,  
1 = Less important, 2 = Important, 3 = More important

Scale	Attribute	Performance Rating					Importance to the Job	Total (Rating x Importance)
		5	4	3	2	1		
	Reliability	Outstanding Anticipates requirements and instructions.	Commendable Highly reliable, always gets the job done.	Satisfactory Reliable, almost no follow-up required.	Needs Improvement Generally follows instructions, follow-up sometimes required.	Unsatisfactory Instructions regularly not followed and follow-up is required.		
	Client Contact/ Image	Creates opportunities to enhance the service. Always leaves good impression.	Pleasant manner and develops a good perception with clients.	Always pleasant and provides appropriate service.	Could display more enthusiasm and provide better service.	Appears abrupt, uncaring or rude.		
	Initiative	Highly innovative and creative and has initiated significant work improvements.	Self-sustaining, requires minimal instruction.	Plans work well, often takes initiative.	Waits for directions and carries out obvious tasks.	Not a self-starter always needs direction.		
	Interest/ Improvement	Exceptionally enthusiastic, keen to learn	Actively seeks opportunities, industrious and willing.	Steady and attentive.	Lacks enthusiasm, avoids involvement in change.	Disinterested, actively opposes change.		
	Flexibility/ Adaptability	Anticipates emerging challenges in the work environment.	Flexible to changing needs and regularly exceeds demands.	Responds positively to change and meets new demands.	Generally accepts change and meets demands.	Resists change and is unable to adapt.		

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Scale Attribute	5 Outstanding Extremely well organised and plans work ahead of requirements.	4 Commendable Organised and reviews and updates plans on a regular basis.	3 Satisfactory Organised and plans work consistent with time requirements.	2 Needs Improvement Planning does not support the efficient operation of the position, can be disorganised.	1 Unsatisfactory Disorganised and work is poorly planned.	Performance Rating		Importance to the Job	Total (Rating x Importance)
						Employee	General Manager		
Planning									
Leadership	Staff highly motivated through superior team facilitation and coaching to achieve outcomes in excess of work requirements.	Motivates and encourages staff through effective team facilitation and coaching to achieve outcomes generally in excess of work requirements.	Staff motivated through clear guidance in work allocation and direction.	Direction generally clear and consistent and needs support in leadership.	Demonstrated poor capacity to lead and direct others.				
Knowledge of Work	Recognised expert knowledge of the job and thorough knowledge of related areas.	Thorough knowledge of all areas of the job and related areas.	Good knowledge of the job.	Good knowledge of most areas of the job.	Poor knowledge of the job.				
Acceptance of Responsibility	Actively seeks to increase responsibility.	Keen to assume additional responsibility.	Accepts responsibility consistent with the position.	Reluctant to lead or accept responsibility.	Tries to actively avoid responsibility.				
Teamwork	Goes out of the way to be helpful, creates team spirit.	Consistent and cooperative, good team worker.	Works well with others.	Sometimes reluctant to help others and needs to be asked to provide assistance.	Creates friction, pursues own goals and is not concerned with others.				
						<b>Total Ratings</b>			



# Northern Sydney Waste Planning and Management Board

## Work Planning Sheet March 1999 – September 1999

**POSITION:**  
**OFFICER:**

Key Result Areas	Actions Required to Achieve Objective	Importance Rating (1)	Targets	Comments/Issues Confronted	Performance Rating (2)
	•				
	•				
	•				
	•				
	•				
<b>Performance Score</b>					



**Notes:**

1. Total Importance Rating must equal 100.
2. Performance Rating is based on a scale between 1 and 10. Where 1 is unsatisfactory performance in the objective through to 10, which is awarded when the requirements of the objective are significantly exceeded.
3. Performance Score is achieved by multiply the Importance Rating by the Performance Rating. The Score is converted into a percentage by dividing the Total Performance Score by 10.



# NORTHERN SYDNEY WASTE BOARD

## PERFORMANCE APPRAISAL

Name: \_\_\_\_\_ Position Title \_\_\_\_\_

Importance rating for each attribute: 0 = Not applicable,  
1 = Less important, 2 = Important, 3 = More important

Scale	Attribute	Performance Rating					Importance to the Job	Total (Rating x Importance)
		5	4	3	2	1		
	Reliability	Outstanding Anticipates requirements and instructions.	Commendable Highly reliable, always gets the job done.	Satisfactory Reliable, almost no follow-up required.	Needs Improvement Generally follows instructions, follow-up sometimes required.	Unsatisfactory Instructions regularly not followed and follow-up is required.		
	Client Contact/ Image	Creates opportunities to enhance the service. Always leaves good impression.	Pleasant manner and develops a good perception with clients.	Always pleasant and provides appropriate service.	Could display more enthusiasm and provide better service.	Appears abrupt, uncaring or rude.		
	Initiative	Highly innovative and creative and has initiated significant work improvements.	Self-sustaining, requires minimal instruction.	Plans work well, often takes initiative.	Waits for directions and carries out obvious tasks.	Not a self-starter always needs direction.		
	Interest/ Improvement	Exceptionally enthusiastic, keen to learn	Actively seeks opportunities, industrious and willing.	Steady and attentive.	Lacks enthusiasm, avoids involvement in change.	Disinterested, actively opposes change.		
	Flexibility/ Adaptability	Anticipates emerging challenges in the work environment.	Flexible to changing needs and regularly exceeds demands.	Responds positively to change and meets new demands.	Generally accepts change and meets demands.	Resists change and is unable to adapt.		

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Scale Attribute	5 Outstanding	4 Commendable	3 Satisfactory	2 Needs Improvement	1 Unsatisfactory	Performance Rating		Importance to the Job	Total (Rating x Importance)
						Employee	General Manager		
Accuracy	Extremely accurate, almost never makes mistakes.	Accurate, good attention to detail.	Accurate, attention to detail supports the effective operation of the position.	Accuracy of work does not support the effective operation of the position.	Inaccurate, little attention to detail.				
Development of the Position	Constantly exploring opportunities for the development to optimise organisational opportunities.	Development supports the expansion of the position to capitalise on organisational opportunities.	Position is developed consistent with organisational requirements.	Development is inadequate to support emerging organisational opportunities.	Little or no development of the position.				
Knowledge of Work	Recognised expert knowledge of the job and thorough knowledge of related areas.	Thorough knowledge of all areas of the job and related areas.	Good knowledge of the job.	Good knowledge of most areas of the job.	Poor knowledge of the job.				
Acceptance of Responsibility	Actively seeks to increase responsibility.	Keen to assume additional responsibility.	Accepts responsibility consistent with the position.	Reluctant to lead or accept responsibility.	Tries to actively avoid responsibility.				
Teamwork	Goes out of the way to be helpful, creates team spirit.	Consistent and cooperative, good team worker.	Works well with others.	Sometimes reluctant to help others and needs to be asked to provide assistance.	Creates friction, pursues own goals and is not concerned with others.				
						<b>Total Ratings</b>			

## Northern Sydney Waste Board Lease Back Motor Vehicle Policy

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### Vehicle Lease Plans

**Position:** General Manager

**Motor Vehicle Type:** Holden Statesman or equivalent.

50,000 kms lease over 1 year		50,000 kms lease over 2 years	
	\$ pa		\$ pa
Lease	17,280	Lease	10,080
Fuel	5,000	Fuel	2,500
Maintenance	750	Maintenance	500
Insurance	800	Insurance	800
		Registration	400
<b>TOTAL</b>	<b>23,830</b>	<b>TOTAL</b>	<b>14,280</b>
<i>Board Costs</i>	<i>16,680</i>	<i>Board Costs</i>	<i>10,000</i>
<i>Employees Costs</i>	<i>7,150</i>	<i>Employees Costs</i>	<i>4,280</i>

**Position:** Manager

**Motor Vehicle Type:** Holden Berlina or equivalent

50,000 kms lease over 1 year		50,000 kms lease over 2 years	
	\$ pa		\$ pa
Lease	13,300	Lease	7,800
Fuel	5,000	Fuel	2,500
Maintenance	750	Maintenance	500
Insurance	780	Insurance	780
		Registration	400
<b>TOTAL</b>	<b>19,830</b>	<b>TOTAL</b>	<b>11,980</b>
<i>Board Costs</i>	<i>13,880</i>	<i>Board Costs</i>	<i>8,380</i>
<i>Employees Costs</i>	<i>5,950</i>	<i>Employees Costs</i>	<i>3,600</i>

**Position:** Non-manager

**Motor Vehicle Type:** Holden Acclaim or equivalent

50,000 kms lease over 1 year		50,000 kms lease over 2 years	
	\$ pa		\$ pa
Lease	10,500	Lease	5,500
Fuel	5,000	Fuel	2,500
Maintenance	750	Maintenance	500
Insurance	750	Insurance	750
		Registration	400
<b>TOTAL</b>	<b>17,000</b>	<b>TOTAL</b>	<b>9,650</b>
<i>Board Costs</i>	<i>11,900</i>	<i>Board Costs</i>	<i>6,755</i>
<i>Employees Costs</i>	<i>5,100</i>	<i>Employees Costs</i>	<i>2,895</i>

**Policy:**

An employee provided a motor vehicle as a component of the total remuneration package for the position shall be required to contribute 30% of the costs associated with the lease and running of the motor vehicle, the balance of costs shall be met by the Board.

The Motor Vehicle Lease Back Plan is as detailed in the tables above.

