

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/40

**TITLE: Waste Recycling and Processing Corporation Waste Management Centres Agreement 2005**

**I.R.C. NO:** IRC5/6856

**DATE APPROVED/COMMENCEMENT:** 24 January 2006 / 24 January 2006

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**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 17 February 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 40

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Waste Recycling and Processing Corporation t/as WSN Environmental Solutions, located at 821 Pacific Highway Chatswood NSW 2067, engaged at the Artarmon, Auburn, Rockdale, Alexandria, Ryde, Chullora and Seven Hills Transfer Stations, the Chullora Materials Recycling Facility, the Belrose, Eastern Creek, Grange and Jacks Gully Waste Management Centres, who fall within the coverage of the Transport Industry - Waste Collection and Recycling (State) Award.

**PARTIES:** Waste Recycling and Processing Corporation trading as Waste Service NSW -&- the Transport Workers' Union of New South Wales



**ENVIRONMENTAL SOLUTIONS**

**WASTE RECYCLING  
AND  
PROCESSING CORPORATION  
WASTE MANAGEMENT CENTRES**

**A G R E E M E N T**

**2005**

# **A G R E E M E N T**

## **TITLE**

This Agreement shall be known as the Waste Recycling and Processing Corporation Waste Management Centres Agreement 2005.

## **PARTIES**

The parties to this Agreement shall be:

**WSN ENVIRONMENTAL SOLUTIONS** of Zenlth Centre, Level 4, 821 Pacific Highway, Chatswood, NSW In the State of New South Wales (hereinafter referred to as "the Corporation" or "the Employer") of the one part;

**AND**

**THE TRANSPORT WORKERS' UNION, NSW BRANCH** of 31 Cowper Street, Parramatta in the said State (hereinafter referred to as "the TWU") for and on behalf of employees of WSN Environmental Solutions covered by this Agreement.

## **OPERATION**

This Agreement shall apply to all direct employees engaged by WSN Environmental Solutions at the Artarmon, Auburn, Rockdale, Alexandria, Ryde, Chullora and Seven Hills Transfer Stations, the Chullora Materials Recycling Facility, and the Belrose, Eastern Creek, Grange and Jacks Gully Waste Management Centres.

## **PERIOD**

From the date of signature until 4 September 2007.

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## 2. Definitions

"Accident Pay" means a weekly amount equal to the difference between workers' compensation payments and the staff member's normal rate of pay.

"Act" means the Waste Recycling and Processing Corporation Act 2001.

"Approval" means the appropriate approval given by a staff member of the Employer with the appropriate and legitimate delegated authority by the Employer to do so.

"Blue Card" means a safety initiative for the transport and waste collection industries, based upon the Transport and Distribution ("TDT 2002") nationally recognised level 1 training competency. Blue Card compels employees to familiarise themselves with, and follow, occupational health and safety procedures. Blue Card is conducted by a registered training provider that is licensed to deliver Blue Card.

"Birth" includes Stillbirth.

"Casual employee" means an employee not engaged as a weekly employee.

"Casual rate" means the appropriate rate payable in respect of a motor vehicle maintained by the staff member for private purposes but which the staff member may elect to use with the approval of the Chief Executive Officer or nominee for occasional travel on official business, subject to the allowance paid for such travel not exceeding the cost of travel by public or other available transport.

"Christmas Day" means the 25th day of December of each year.

"Chief Executive Officer or nominee" means the CEO or their nominee of the Corporation, or nominee, with delegated authorities under the Act.

"Corporation" means the Waste Recycling and Processing Corporation, as established under the Act.

"Employer" shall mean the Corporation.

"Examination Leave" means time allowed off from normal duties granted on full pay to staff members undertaking examinations in an approved part time course.

"Expected date of birth" means a date specified by a Medical Practitioner to be the date on which the Medical Practitioner expects the staff member to give birth as a result of pregnancy, in relation to a female staff member who is pregnant, or, in the case of adoption, to the date that the staff member takes custody of the child concerned.

"Full day" means the standard full time contract hours for the day, i.e., seven or eight hours depending on the classification of the staff member.

"Full pay" or "half pay" means the staff member's ordinary rate of pay or half the ordinary rate of pay respectively.

"Half day" means half the standard contract hours for the day.

"Leading Hand" means an employee appointed as such by the employer and who will have the responsibility of hiring casual labour for the purposes of carrying out responsibilities for the specified work and other such duties as specified by the contractor but shall not have the right to terminate any permanent employee.

"Local Arrangement" means an agreement reached at the organisational level between the Chief Executive Officer or nominee and the relevant trade union in terms of the Local Arrangements clause in this Agreement.

"Materials Recycling Facility" or "Recycling Depot" means a facility receiving recyclable material for the purposes of sorting and dispatch.

"Normal work" means, for the purposes of the Grievance and Dispute Settling Procedures clause of this Agreement, the work carried out in accordance with the employee's position or job description at the location where the staff member was employed, at the time the grievance or dispute was notified by the employee.

"On duty" means the time required to be worked for the Employer.

For the purposes of the Trade Union Activities clause of this Agreement, "on duty" means the time off with pay given by the Employer to the accredited Trade Union delegate to enable the delegate to carry out

legitimate Trade Union activities during ordinary work hours without being required to lodge an application for leave.

"Official business rate" means the appropriate rate of allowance payable for the use of a private motor vehicle where no other transport is available and such use is directed by the Chief Executive Officer or nominee agreed to by the staff member or where the staff member is unable to use other transport due to a disability.

"Overtime" means as defined in the overtime clause in this Agreement.

"Part-time Course" shall mean a course undertaken concurrently with employment and shall include courses involving face to face or oral instruction and those conducted externally to the Institution through correspondence study.

"Part-time Employee" means a permanent or temporary employee whose agreed hours are less than full time hours.

"Staff Development and Training" shall mean short educational and professional training courses, conducted by either the Employer or an external institution or body.

"Study Accumulation" shall mean the aggregation of short periods of study time granted for private study purposes.

"Study Time" shall mean time allowed off from normal duties granted on full pay to staff members who are studying in approved part-time courses.

"Union" or "Trade Union" means the Transport Workers' Union of New South Wales.

"Waste Disposal Site" means any site where liquid and/or solid waste is either permanently deposited or converted to an alternative use for recycling and shall include incinerators and/or other means of destruction.

### **3. Terms of Employment**

- (a) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement, provided that such duties are not designed to promote de-skilling.
- (b) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been trained in the use of such tools and equipment.
- (c) Any direction issued by an employer pursuant to paragraphs (a) and (b) hereof shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

### **4. Commitment**

- (a) The Transport Workers' Union will not be making any claim for wage increases in relation to or in connection with the August 1997, June 1998, June 1999 or June 2000 State Wage Cases or the State Wage Cases of 2001, 2002, 2003 or 2004. The wage increases arising under this Agreement may be offset against any existing over award payments, whether arising from an enterprise bargain or not.
- (b) The parties to this agreement to agree to enter into negotiations in a bona fide manner three months before the expiration of this agreement with the object of making a replacement agreement to take effect from the first pay period to commence on or after the day upon which this agreement expires.

### **5. Coverage**

- (a) This Agreement shall apply to all WSN Environmental Solutions employees at the Artarmon, Auburn, Rockdale, Alexandria, Ryde, Chullora and Seven Hills Transfer Stations, the Chullora Materials Recycling Facility, and the Belrose, Eastern Creek, Grange and Jacks Gully Waste Management Centres.

- (b) Application of Parent Award

This Agreement will apply in conjunction with the Transport Industry Waste Collection and Recycling (State) Award 2005 provided that where there is any inconsistency between the respective Award and this Agreement, the Agreement will prevail:

- (i) In relation to matters which this Agreement specifically indicates should be determined by reference to parent Agreements; or
- (ii) Where there is no provision contained in this Agreement relating to the same or like matters.
- (c) A copy of this Agreement shall be posted at each of the waste management centres listed in (a) above.

**6. Casuals**

- (a) (1) Casuals shall be paid at the rate prescribed for the appropriate classification in the Rates of Pay Clause in this Agreement, and in addition thereto 20 percentum of such rate. This is calculated as follows:  
  
A casual employee working ordinary time shall be 1/38th of the appropriate weekly wage per hour plus a loading of 20%.  
  
This additional loading is deemed to include all amounts payable under the Annual Holidays Act, 1944, for annual leave. Casuals are not entitled to any paid leave or payment for public holidays except in accordance with the Public Holidays Clause in this Agreement. This additional loading forms part of the casual rate for all hours worked, whether ordinary time or at prescribed penalty rates.
  - (2) Casuals who are wholly engaged at a waste transfer station, landfill or at a materials recycling facility shall be paid a minimum of four hours work for each start.
  - (3) For all time worked in a day in excess of 7.6 hours, the overtime penalty rates prescribed in the Overtime Clause in this Agreement shall be payable on the casual rate.
- (b) Where ordinary hours of work for casual employees are 38 hours per week, the normal start times will be advised to employees by end of the previous shift unless a customer requirement dictates such later notice.
  - (c) The span of hours for casuals will be in accordance with Clause 11 Hours of Employment.

### 7. Rates of Pay

(a) Employees in the classifications set out below shall be paid in accordance with the wages table below.

Classification	Grade		Award Nov 05	Full pay period on or after 4/09/05 Year 1	Full pay period on or after 4/09/06 Year 2
<b>Transfer Stations (Waste and Recycling Centres)</b>				4.0%	4.0%
		Includes those employees engaged in the operations associated with the transfer of materials to landfills.			
Depot Hand	1	Litter control, cleaning, pump operation, customer service, traffic control, operator in training, leachate, stormwater, wheel wash, resource recovery, and general duties	A3 \$646.05	\$717.91	\$746.63
Operator	2	All previous + competent packer & fixed plant operation		\$720.00	\$748.80
Operator	3	All previous + ticketed and assessed to operate: loader / backhoe or excavator less than or equal to 10 tonnes or a trainee docker or forklift or skid steer or telescopic loader < 3.5 tonnes or tractor	B1 \$656.70	\$729.46	\$758.63
Operator	4	All previous + excavator greater than 10 tonnes and less than or equal to 20 tonnes		\$740.00	\$769.60
Operator	5	Tub grinder shredder operator plant.		\$754.80	\$784.99
<b>Land fill (Waste Management Centres)</b>					
		Includes those employees engaged in operations at landfills.			
Depot Hand	1	Litter control, cleaning, pump operation, customer service, traffic control, operator in training, leachate, stormwater, wheel wash, resource recovery, and general duties	A3 \$646.05	\$717.91	\$746.63
Operator	2	All previous + competent packer & fixed plant operation		\$720.00	\$748.80
Operator	3	All previous + ticketed and assessed to operate: loader / backhoe or excavator less than or equal to 10 tonnes or a trainee docker or forklift or skid steer or telescopic loader < 3.5 tonnes or tractor	B1 \$656.70	\$729.46	\$758.63
Operator	4	All previous + excavator greater than 10 tonnes and less than or equal to 20 tonnes		\$740.00	\$769.60
Operator	5	Tub grinder shredder operator plant.		\$754.80	\$784.99
Operator	6	Ticketed and assessed for dozers up to D9, graders, dump trucks, compactors, rollers, scrapers, excavator greater than 20 tonnes	B8 \$807.40	\$894.14	\$929.91
Operator	7	All the above + operate dozers equal to or larger than D10	B9 \$813.70	\$901.16	\$937.21



MRF			Award 05	Year 1	Year 2
		Includes those employees engaged in operations at Material Recycling Facilities and Alternative Waste Treatment facilities.			
Sorter	1	Cleaning, miscellaneous, sorting duties as directed + operator in training & general duties	A3 \$646.05	\$717.91	\$746.63
Operator	3	All the above + Must be a licence holder of a loader or forklift, operate touch screen, traffic control	B1 \$656.70	\$729.46	\$758.63
Operator	5	All of the above + competent in the operation of all plant associated with the MRF		\$754.80	\$784.99
<b>Weighbridge</b>					
Weighbridge Trainee	1	Trainee weighbridge, 3 months probation, checklist requirements		\$690.30	\$717.91
Weighbridge	3	Weighbridge Operator	B1 \$656.70	\$729.46	\$758.63
<b>Transport</b>					
MR	B1	Street Sweeper and any other road vehicle requiring a MR licence	B1 \$656.70	\$729.46	\$758.63
HR	B5	Drivers of rigid road vehicles including hook-lift, cable-lift and any other road vehicle requiring a HR licence	B5 \$741.90	\$822.54	\$855.44
HC	B7	Drivers of articulated road vehicles including but not limited to docking, articulated tanker, truck and trailer, walking floor trailer, and any other road vehicle requiring a HC licence	B7 \$763.15	\$845.73	\$879.56
MC	B9	Drivers of double articulated road vehicles including B-Double and any other road vehicle requiring a MC licence	B9 \$813.70	\$901.16	\$937.21
<b>Allowances</b>			<b>Award 05</b>	<b>Allowance</b>	
Leading hand		Over 3 and up to 8, per week	\$17.45	\$17.45	
Leading Hand		Over 8 and up to 15, per week	\$26.05	\$26.05	
Site Supervisor	WRC / AWT / MRF	Highest applicable rate for the site + weekly allowance		\$130.00	
Site Supervisor	Landfill	Highest applicable rate for the site + weekly allowance		\$130.00	
<b>Depot Hand and Weighbridge Operator In training</b>			<b>Award 05</b>	<b>Year 1</b>	<b>Year 2</b>
			A1		
<b>Adult Rate (age 20 and above)</b>			\$572.35	\$637.42	\$662.91
<b>Junior Rates: Age 19</b>			\$542.20	\$633.98	\$659.33
<b>Age 18</b>			\$475.15	\$560.66	\$583.08
<b>Age 17</b>			\$405.60	\$484.74	\$504.12
<b>Age 16</b>			\$343.65	\$417.14	\$433.82

\*All rates include the Disability allowance and additional sick leave.  
Depot Hand and Weighbridge Operator in Training

- All employees appointed to Depot Hand or Weighbridge Operator in Training classifications with the Corporation shall be employed for a period of up to three months.
- At the end of this period, the employee may be offered casual or permanent employment depending on the nature of the role, or the employment will be terminated if the employee is unsuitable for the position

## 8. Extra Payments

(NOTE: For the purpose of computing wages, overtime, etc. the additional amounts referred to in this clause form part of the total weekly rate for the work performed, except where otherwise indicated.)

- (a) The rates in Clause 7 include a Disability Allowance as set out in Table 1 of Clause 75 in this Agreement that is payable per week to all employees to compensate for the special disabilities associated with the hours worked and the offensive, filthy and obnoxious nature of the duties of sanitary, sullage and garbage employees.
- (b) The rates in Clause 7 include a leading hand extra weekly amount as set out in Table 1 of this Agreement.
- (c) The rates in Clause 7 have been calculated to include the additional week sick leave provisions in Clause 2 of the Transport Industry Waste Collection and Recycling (State) Award 2005.

## 9. Payment of Wages

- (a) All wages shall be paid fortnightly by electronic funds transfer. Wages shall be generated for disbursement on the Friday before the end of each pay period and will include payment for ordinary hours worked by the employee up to the following Wednesday, which is the official pay day.
- (b) Payment for any overtime worked in the fortnight shall be paid to the employee on the next succeeding pay day i.e. no more than two weeks in arrears.
- (c) No employee should have the pay day changed unless given at least seven (7) days notice.
- (d) Each employee shall be supplied with a pay envelope or statement in writing on which shall be endorsed:
  - (1) The name and classification of the employee.
  - (2) The gross amount of wages, inclusive of overtime and other earnings.
  - (3) The amount paid as overtime or such information as will enable the amount paid as overtime to be calculated by the employee.
  - (4) The amount deducted for taxation purposes.
  - (5) Particulars of all other deductions or the total amount of such deductions; and
  - (6) The net amount paid.
  - (7) The sick leave balance will be advised on the employee's payslip no later than 30 June 2005.

## 10. Site Rates of Pay

- (a) The rates paid on the site for work performed in accordance with a labour or dry hire arrangement or long term contract shall be no less favourable than those prescribed in this Agreement. In seeking a labour hire arrangement through an agency, WSN Environmental Solutions shall utilise labour hire companies that have an agreement in place with the TWU.
- (b) Wages in Clause 7 of the Agreement shall be paid at the sites including to workers employed by a labour hire company, dry hire or long term contractor.
- (c) The Site Rates of Pay Clause shall only apply where WSN Environmental Solutions directly operates and manages the site.

## 11. Hours of Employment

- (a) Subject to subclauses (b) and (c) of this clause and the *Afternoon and Night Shift Clause* of this Agreement, Night Shift Work, the ordinary hours of work for all employees shall not exceed 8 hours per day or 38 hours per week or 76 hours per fortnight or 152 hours per four weeks and such hours shall be worked between the hours of midnight Sunday and midnight Friday, inclusive.
- (b) For employees engaged in the collection of domestic garbage, sanitary and sullage, recycling materials and litter bins a system of variable working hours, which may include ordinary hours of up to 10 per day, or ordinary hours to be worked on Saturday and Sunday, may be worked throughout the whole week, Saturday and Sunday included, where there is agreement between the employees, provided that the unions are notified of, and consent to, such agreement. Such consent shall not be withheld unreasonably; provided further that if an organisation party to this Agreement withholds its consent, the matter may be referred to the Industrial Relations Commission of New South Wales for decision.

- (c) Employees not engaged in the collection of domestic garbage, sanitary and sullage, recycling materials and litter bins and who are wholly engaged at a waste transfer station, landfill or at a materials recycling facility may:
- (1) Work ordinary hours on a Saturday and shall be paid an additional 50% of the rates prescribed for their respective classifications for the ordinary hours worked on that day; and/or
  - (2) Agree to work ordinary hours on Sunday and shall be paid an additional 100% of the rates prescribed for their respective classifications for the ordinary hours worked on that day.
- NOTE: Employees do not have to work Sunday as an ordinary day but should an employee agree to this change it will form part of that employee's contract of employment.
- (d) An employee who works ordinary hours on a Saturday and/or Sunday must have two consecutive days off (unless they are worked as overtime).
- (e) The employer shall, within the limits of the hours above prescribed, have the right to fix the starting and ceasing times of its employees, which shall be posted in a conspicuous place in the garage or depot, but such times shall not be altered unless the employees so affected are given seven days' prior notice of such alteration; provided that in the event of a vehicle breakdown, the employer may, upon giving to the employees a minimum of twelve hours' notice, alter the commencing times of sufficient employees to enable the regular service to be maintained.

### **12. Start and finish times**

- (a) Within the limits prescribed in this clause, each employee shall be in attendance at the workplace or other agreed starting place ready to commence work in ordinary working hours and work shall be deemed to have commenced, for each employee in attendance, at the time and place so fixed.
- (b) Working in ordinary working hours shall be deemed to have finished, for those employees in attendance, when a period of eight hours, exclusive of a break for a meal, calculated from the fixed starting time, has elapsed.
- (c) Different starting times within the span of ordinary hours may apply to different groups of employees in a workplace.
- (d) Any employee who is not in attendance at the workplace or other agreed starting place ready to commence work at the fixed starting time or who fails to attend for eight hours from that time shall be paid only for the actual hours worked.
- (e) The employer may only alter the time and place fixed in accordance with this Clause, by notice posted for 7 days at the workplace or other agreed starting place, provided that the start time may be changed where it is necessary for reasons beyond the employer's control by notification before the end of the previous day's work or with 24 hours notice where work has not been performed the previous day.
- (f) Time spent by employees washing up, shall not count as time worked after the completion of work.

### **13. Afternoon and Night Shift Work**

- (a) For the purposes of this clause:
  - (1) "afternoon shift" shall refer to the rostered ordinary hours of an employee where such hours commence in the period from 4:00pm to midnight inclusive on any Monday to Sunday.
  - (2) "night shift" shall refer to the rostered ordinary hours of an employee where such hours commence in the period from midnight to 4:00am inclusive on any Monday to Sunday.
- (b) Employees not engaged in the collection of domestic garbage, sanitary and sullage recycling materials and litterbins who perform work on an afternoon shift from Monday to Friday (inclusive) shall be paid a loading of 20% in addition to their ordinary rate of pay.
- (c) Employees not engaged in the collection of domestic garbage, sanitary and sullage, recycling materials and litter bins who perform work on a night shift from Monday to Friday (inclusive) shall be paid a loading of 30% in addition to their ordinary rate of pay.
- (d) Notwithstanding anything contained in this clause, a night shift shall be paid at the rate applicable to the day on which the majority of the ordinary hours are worked.
- (e) Notwithstanding anything contained in this clause, employees may only work ordinary hours on a Saturday or Sunday in the circumstances and subject to the conditions prescribed by subclauses (c), (d) and (e) of the Hours of Employment clause in this Agreement.

- (f) Notwithstanding anything contained in this clause, employees who work afternoon or night shift on a Saturday or Sunday will not be entitled to any shift loading, but will be paid at the rates for Saturday and Sunday work.

#### 14. Meal Times

Employees shall be allowed a break for a meal each day of not more than one hour's duration which shall be taken, as far as practicable, within a period of five hours of commencing work; provided that such arrangement may be altered by agreement between the employer and the employees.

#### 15. TWU picnic day

- (a) Easter Saturday shall be recognised as the TWU's picnic day.
- (b) Subject to subclause (c), a financial member of the union who is required to work on Easter Saturday shall be paid at the ordinary rate of pay multiplied by two and one-half in addition the payment prescribed by subclause (d) for the actual time worked with a maximum payment as for eight hours' work (except in the case of litter bin collection or other agreed areas where the minimum payment shall be as for four hours' work).
- (c) When Easter Saturday is proclaimed as a public holiday a financial member of the Union who is required to work on Easter Saturday shall be paid in accordance with subclause 16(b) in addition the payment prescribed by subclause (d) for the actual time worked and subclause (b) shall have no application.
- (d) In addition to all other payments due to an employee, where such an employee is a financial member of the union then that employee shall, upon proof thereof, be paid an additional day's pay in the pay period in which Easter Saturday falls.
- (e) For the purpose of this clause "financial member of the union" shall mean an employee who is at the time of the picnic day a financial member, or who was a financial member of the union as at 31 December of the preceding year.
- (f) An employer's obligations under this clause will not apply to a casual employee, unless the casual employee is a union member and has worked for one employer on Easter Saturday or on any day in the week before or after Easter Saturday.

#### 16. Natural Emergencies and Major Transport Disruptions

An employee prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:

- (a) apply to vary the working hours and/or
- (b) negotiate an alternative working location with the Employer; and/or
- (c) take available family and community service leave, RDO, annual or extended leave or leave without pay to cover the period concerned.

#### 17. Public Holidays

- (a) The days upon which the following holidays are observed shall be holidays, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day (or Labour Day), Christmas Day and Boxing Day together with any other days which may be proclaimed as holidays.
- (b)
- (1) Weekly Employees - All work performed on any of the abovementioned days (except Christmas Day and Good Friday) shall be paid for at the ordinary rate of pay for a rostered working day multiplied by two and one-half with a minimum payment as for seven hours 36 minutes (except in the case of litter bin collection or other agreed areas including emergency pump outs or the removal of dead animals where the minimum payment shall be as for four hours work.) For all work performed on Christmas Day and Good Friday, the ordinary rate of pay for a rostered working day multiplied by three shall be paid with a minimum payment as for seven hours 36 minutes work. (Except in the case of litter bin collection or other agreed areas including emergency pump outs or the removal of dead animals where the minimum payment shall be as for four hours' work.)
  - (2) Casual Employees - For all time worked by casual employees on a public holiday, except Christmas Day and Good Friday, a casual employee shall be paid the ordinary casual rate of pay multiplied by two and half with minimum payment as for 7 hours, 36 minutes and for all time worked by casual employees on Christmas Day and Good Friday, a casual employee shall be paid the ordinary rate of pay multiplied by three with a minimum payment as for seven hours, 36 minutes.

- (c) In any week during which a holiday is observed on any day Monday to Friday, inclusive, the ordinary working time of such week shall be reduced by eight hours for each holiday occurring.
- (d) No deduction of wages shall be made from the wages of a weekly employee who is not required to work on a holiday; provided that an employee who is required to work on a public holiday and who fails to report for duty shall not be paid for that holiday unless such employee is absent from work with reasonable excuse.  
  
(NOTE : Due to the nature of the industry having regard to public health, employees are normally required to work on public holidays.)
- (e) An employee who is engaged on a biweekly service and who is not required to work on a holiday upon which, were the day not a holiday, normal domestic garbage service would have been provided, shall be paid, if the employee attends for work on the next normal working day an additional amount equal to four hours' pay for the employee's classification prescribed by the Rates of Pay Clause in this Agreement, for picking of extra work. This subclause shall apply to casual employees but the casual loading prescribed by the Casuals Clause in this Agreement, shall not be taken into account in calculating the additional amount prescribed by this subclause. This subclause shall not apply where the work would have been performed on a holiday when clean up only would have been performed.
- (f) For the purposes of this Agreement, 'Christmas Day' shall be 25 December in each year.
- (g) Weekly Employees - The base hourly rate of pay shall be calculated by dividing the appropriate weekly rate prescribed by the Rates of Pay Clause in this Agreement, for the employee concerned by 38.
- (h) Casual Employees - In the case of casual employees, the overtime rate shall be calculated on the casual rate of pay using a divisor of 38 to calculate the base hourly rate of pay.

### **18. Overtime**

- (a) All time worked in excess of or outside the ordinary shift shall be overtime and shall be paid for at the rate of time and one-half for the first two hours and double time thereafter until the employee ceases duty or the ordinary starting time is reached, whichever first occurs.
- (b) When an employee is called upon to work overtime and works 2 or more hours of such overtime, such employee shall be supplied by the employer with a suitable meal or be paid the sum specified in Table 1 of this Agreement in lieu thereof. Thereafter for every further four hours of overtime worked a further meal shall be provided or a further meal allowance paid in lieu thereof.
- (c) An employee may be directed by the Chief Executive Officer or nominee to work overtime, provided it is reasonable for the employee to be required to do so.

An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:

- (1) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
  - (2) any risk to employee health and safety,
  - (3) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
  - (4) the notice (if any) given by the CEO regarding the working of the overtime, and by the employee of their intention to refuse overtime, and
  - (5) any other relevant matter.
- (d) Payment for overtime shall be made only where the employee works authorised (i.e. approved or directed) overtime.
  - (e) Weekly Employees - The base hourly rate of pay shall be calculated by dividing the appropriate weekly rate prescribed by the Rates of Pay Clause in this Agreement for the employee concerned by 38.

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### **19. Time Off in Lieu of Payment for Overtime**

- (a) An employee may elect with the consent of the employer, to take off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (d) Where no election is made in accordance with paragraph (a), the employee shall be paid overtime rates in accordance with the Agreement.
- (e) Time off in lieu shall be taken at a time mutually suitable to the employer and employee.

### **20. Saturday and Sunday Work**

- (a) An employee required to work on a Saturday, where it is not worked as an ordinary day, shall be paid at the rate of time and one half for the first two hours and double time thereafter for all time worked, with a minimum payment of four hours at the appropriate rate of pay, whether the employee works for that period of time or not.
- (b) An employee who is required to commence work on a Saturday other than an employee working an ordinary shift, at 12 noon or thereafter, shall be paid at double time for all time worked in lieu of the rate prescribed in paragraph (a) of this subclause.
- (c) An employee required to work on a Sunday, other than an employee who has agreed to work Sunday as an ordinary day, shall be paid at the rate of double time for all time worked, with a minimum payment as for four hours' work at the appropriate rate of pay, whether the employee works for that period of time or not.
- (d) For all work performed on Easter Sunday, the rate of double time and one half shall be paid with a minimum payment as for four hours, provided that such work continues until the employee is released from duty by the employer.
- (e) The base hourly rate of pay shall be calculated by dividing the appropriate weekly rate of pay prescribed by clause 7 Rates of Pay by 38.
- (f) An employee who works on a Saturday or Sunday not as part of an ordinary day shall be paid a meal allowance in accordance with Clause 18(b).

### **21. Part Time Employment**

- (a) The employer may engage part time employees to work in accordance with a regular pattern on any seven days of the week at the appropriate rate of pay for the day worked.
- (b) A part time employee shall not be paid for less than 20 hours in a week: and shall not be paid for less than: 7 hours 36 minutes on any day upon which the person works: or if the employee is engaged as a non-driver, 4 hours on any day upon which the person works.
- (c) A part-time employee is entitled to the pro rata benefits prescribed by this Agreement or by Act of Parliament that would accrue to a full time employee working on the same day.
- (d) A part-time employee is entitled to the same period of notice as a full-time employee in accordance with the Termination of Employment clause in this Agreement.
- (e) The employment of a part-time employee shall be confirmed in writing to the employee and the letter shall state the days and times upon which the part time employee is required to work.
- (f) Any time worked outside the hours agreed to in such a letter shall be paid at overtime penalty rates.
- (g) In accordance with subclause (b) the Casuals Clause in this Agreement, a part-time employee shall be considered a casual employee for the purposes of that subclause and in no other respect.

## 22. Job Share Arrangements

- (a) Job Share is a voluntary arrangement in which one job is shared amongst part-time employees.
- (b) Employees may job share under this Agreement where the Chief Executive Officer or nominee approves it.
- (c) Job Share arrangements are required to be formalised in the same way that part time work arrangements are outlined in an agreement – This agreement shall be called a job share agreement.
- (d) Job Sharers perform the role of one job and the workload and performance expectations should be similar to what would be expected if one employee were performing the job

## 23. Temporary Employees

- (a) The Chief Executive Officer or nominee or nominee may, if of the opinion that it is necessary to do so, employ temporarily a person who has appropriate qualifications to carry out work with the Employer.
- (b) The salary, terms and conditions of employment for a temporary employee shall be prescribed in a letter of offer that outlines the period of temporary employment or for the duration of completion of a project. Temporary employees shall only be engaged for an anticipated period in excess of 12 months or more, otherwise casual rates will apply.
- (c) Notwithstanding (b) above, the Chief Executive Officer or nominee may dispense with the services of a temporary employee at any time in accordance with the terms of engagement.
- (d) The Employer may appoint a long-term temporary employee to a permanent position with the approval of the Chief Executive Officer or nominee.
- (e) For the purposes of subclause (d), a long-term temporary employee is a temporary employee whose employment as such an employee falls within a continuous employment period of at least 2 years.
- (f) A recommendation for the appointment of a long-term temporary employee to an employee's position may be made only if each of the following requirements is satisfied:
  - (1) The duties of the position concerned must be substantially the same as the duties performed by the employee at the time of the employee's initial employment on merit.
  - (2) The Chief Executive Officer or nominee must be satisfied that on-going work is available in respect of the employee.
  - (3) The Chief Executive Officer or nominee must be satisfied that the employee has the relevant skills, qualifications, experience, work performance standards and personal qualities to enable the employee to perform the duties of the position concerned,
  - (4) The employee must (initially or at some later stage) have been employed as a temporary employee in some form of open competition involving the selection of the employee as the person who, in the opinion of the then Chief Executive Officer or nominee, had the greatest merit among candidates for appointment.

## 24. Number of Casual, Job Share, Part-time, and Temporary Employees

- (a) The number of casual, job share, part-time, Depot Hands in training, Weighbridge Operators in training and temporary employees engaged on a regular basis shall not exceed one quarter of the number of regular non-casual employees.
- (b) Upon request, any employer employing casual, job share, part-time, in training and temporary employees under this Agreement shall furnish an accredited representative of the Union with the number of employees engaged on any specific day showing the number of casuals, job share, in training and temporary staff employed on such day.
- (c) In special circumstances, proof of which shall lie on the employer, casual, job share, part-time, in training and temporary labour may be used in excess of the Agreement requirement in order to ensure that the work required to be done on that day is performed.

## 25. Recall

- (a) An employee recalled to work overtime after leaving the employer's business premises shall be paid for a minimum of four hours' work at the appropriate rate for each time the employee is so recalled; provided that, any subsequent call-backs occurring within a four-hour period shall not attract any additional payment, provided further that, except in the case of unforeseen circumstances arising, the employee shall not be required to work

the full four hours if the job the employee was recalled to perform is completed within a shorter period.

- (b) This subclause shall not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside the employee's ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

### **26. On call (Stand-by)**

- a) When an employee is directed to be on call or on stand-by for a possible recall to duty, payment of an on call allowance shall be made in accordance with Table 1 Allowances.

### **27. Compensation for additional hours worked by Duty Officer, State Emergency Service**

The time spent at home as Duty Officer, State Emergency Service during flood alerts on weekends and public holidays, shall be compensated by: -

- (a) payment at the rate of one third of one day's pay for each tour of duty; or
- (b) if so desired by the employee concerned, the granting of time off in lieu of payment calculated in accordance with the Payment for overtime or leave in lieu clause in this Agreement.

### **28. Mixed Functions**

- (a) Where an employee is called upon in any day to do any work for which a higher rate of pay is payable than the employee's ordinary rate of pay:
- (1) where the time worked is less than 2 hours, the employee will be paid the higher rate for the time worked; and
  - (2) where the time worked is 2 hours or more, the employee will be paid the higher rate for the whole day.
- (b) When an employee is called upon to do any work for which a lower rate of pay is so prescribed, such employee shall suffer no reduction in pay during such period.

### **29. First Aid Allowance**

- (a) An employee appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such employee as specified in Table 1 Allowances of this Agreement.
- (b) The First Aid Allowance shall not be paid during extended leave or any other continuous period of leave, which exceeds four weeks.
- (c) When the First Aid Officer is absent on leave for one week or more and another qualified employee is selected to relieve in the First Aid Officer's position, such employee shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- (d) A first aid outfit shall be kept and maintained by the employer at each establishment, yard, depot and garage where there are employees covered by this Agreement. Such outfit is to comprise a First Aid Ambulance Chest, which shall:-
- (1) be of wood or metal, be dust proof and be distinctly marked with a white cross upon a green ground.
  - (2) be so equipped and maintained as to contain at least the articles and appliances specified by the First Aid Regulations under the Factories, Shops and Industries Act, 1962).

NOTE: The employer shall display a copy of the appropriate Schedule above referred to, on or adjacent to, the First Aid Ambulance Chest).

- (1) contain nothing except requisite articles and appliances for first aid;
- (2) be readily accessible to the persons employed in the establishment, yard, depot and garage; and
- (3) be placed under the charge of a responsible person or persons who, or one of whom, shall always be readily available during working hours. A clearly legible notice stating the names of the person or persons in charge of the ambulance chest shall be affixed in a conspicuous position on or adjacent to the chest.



- (e) In the event of any serious accident happening to any employee or casual employee whilst on duty, at no cost to the employee, the employer shall provide appropriate emergency transport facilities to the nearest hospital or doctor.

### **30. Allowance Payable for Use of Private Motor Vehicle**

- (a) An employee who, with the approval of the Chief Executive Officer or nominee, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Table 1 of Clause 69 Allowances of this Agreement for the use of such private motor vehicle.

### **31. Compensation for Loss or Damage to Private Property**

- (a) If damage or loss of the employee's private property occurs during the course of employment and a Workers Compensation claim is rejected, the CEO or nominee may compensate an employee for damage or loss to private property.
- (b) For the purpose of this subclause personal property means an employee's clothes, spectacles, hearing aid, tools of trade or similar items, which are ordinarily required for the performance of the employee's duties.

### **32. Absence from Work**

- (a) An employee must not be absent from work unless reasonable cause is shown.
- (b) If a satisfactory explanation for the absence is not provided, the employee will be regarded as absent from duty without authorised leave and the Chief Executive Officer or nominee shall deduct from the pay of the employee the amount equivalent to the period of the absence.
- (c) The minimum period of leave available to be granted shall be a quarter day, unless local arrangements negotiated in the workplace allow for a lesser period to be taken.
- (d) Nothing in this clause affects any proceedings for a breach of discipline against an employee who is absent from duty without authorised leave.
- (e) Where paid and unpaid leave is available to be granted in terms of this Agreement, paid leave shall be taken before unpaid leave.

### **33. Adoption Leave**

- (a) An employee adopting a child and who will be the primary care giver shall be entitled to be granted adoption leave:
- (1) for a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
  - (2) for such period, not exceeding 12 months on a full-time basis, as the Chief Executive Officer or nominee may determine, if the child has commenced school at the date of the taking of custody.
- (b) An employee who has been granted adoption leave may, with the permission of the Chief Executive Officer or nominee, take leave:
- (1) full-time for a period not exceeding 12 months; or
  - (2) part-time over a period not exceeding 2 years; or
  - (3) partly full-time and partly part-time over a proportionate period of up to 2 years.
- (c) Adoption leave shall commence on the date that the employee takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child by the employee.
- (d) An employee who resumes duty immediately on the expiration of adoption leave shall:
- (1) if the position occupied by the employee immediately before the commencement of that leave still exists be entitled to be placed in that position; or
  - (2) if the position so occupied by the employee has ceased to exist, but there are other positions available that the employee is qualified for and is capable of performing, the employee shall be appointed, to a position of the same grade and classification as the employee's former position.
- (e) An employee who will be the primary care giver from the date of taking custody of the adopted child shall be entitled to payment at the ordinary rate of pay for a period of 9 weeks of adoption leave or the period of adoption leave taken, whichever is the lesser period if the employee:

- (1) applied for adoption leave within the time and in the manner determined by the Chief Executive Officer or nominee ; and
  - (2) prior to the commencement of adoption leave, completed not less than 40 weeks' continuous service.
- (f) Except as provided in subclause (e) of this clause, adoption leave shall be granted without pay.
- (g) Special Adoption Leave:
- (1) An employee shall be entitled to special adoption leave without pay for up to 2 days to attend interviews or examinations for the purposes of adoption.
- Special adoption leave may be taken as a charge against annual leave, extended leave, family and community service leave or local arrangements as negotiated.

### **34. Extended Leave**

See Long Service Leave Act 1955.

### **35. Family and Community Service Leave**

- (a) The Chief Executive Officer or nominee shall, in the case of emergencies or In personal or domestic circumstances, grant to an employee some or all of the available family and community service leave on full pay.
- (b) Such cases may include but not be limited to the following:-
  - (1) Compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;
  - (2) Accommodation matters up to one day - such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
  - (3) Emergency or weather conditions - such as when flood, fire or snow etc. threaten property and/or prevent an employee from reporting for duty;
  - (4) Other personal circumstances - such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;
- (c) Attendance at court by an employee to answer a charge for a criminal offence, if the Chief Executive Officer or nominee considers the granting of family and community service leave to be appropriate in a particular case;
- (d) Employees who are selected to represent Australia or the State as competitors in major amateur sport (other than Olympic or Commonwealth Games);
- (e) Staff who hold office in Local Government other than as a Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council, to attend meetings, conferences or other duties associated with that office where those duties necessitate absence during normal working hours.
- (f) The maximum amount of family and community service leave on full pay which may, subject to this Agreement, be granted to an employee shall be the greater of the leave provided in paragraph (1) or (2) of this subclause.
  - (1) 2½ of the employee's working days in the first year of service and, on completion of the first year's service, 5 of the employee's working days in any period of 2 years; or
  - (2) After the completion of 2 years' continuous service, the available family and community service leave is determined by allowing 1 day's leave for each completed year of service less the total amount of short leave or family and community service leave previously granted to the employee.
- (g) If available family and community service leave is exhausted as a result of natural disasters, the Chief Executive Officer or nominee shall consider applications for additional family and community service leave, if some other emergency arises. On the death of a person defined in subclause (c) Sick Leave to Care for a Sick Family Member Clause in this Agreement, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to an employee.
- (h) In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with subclause (c) Sick Leave to Care for a Sick Family Member Clause In this Agreement, shall be granted when paid family and community service leave has been exhausted.

### **36. Leave Without Pay**

- (a) The Chief Executive Officer or nominee may grant leave without pay to an employee if good and sufficient reason is shown.
- (b) Where an employee is granted leave without pay for a period not exceeding 10 consecutive working days, the employee shall be paid for any proclaimed public holidays falling during such leave without pay.
- (c) Where an employee is granted leave without pay, which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of annual leave.
- (e) An employee shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the employee elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- (f) No paid leave shall be granted during a period of leave without pay.

### **37. Maternity Leave**

- (a) An employee who is pregnant shall, subject to this clause, be entitled to be granted maternity leave as follows:
  - (1) for a period up to 9 weeks prior to the expected date of birth; and
  - (2) for a further period of up to 12 months after the actual date of birth.
- (b) An employee who has been granted maternity leave may, with the permission of the Chief Executive Officer or nominee, take leave after the actual date of birth:
  - (1) full-time for a period of up to 12 months; or
  - (2) part-time for a period of up to 2 years; or
  - (3) as a combination of full-time and part-time over a proportionate period of up to 2 years.
- (c) An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- (d) An employee who resumes duty before her child's first birthday or on the expiration of 12 months from the date of birth of her child shall be entitled to resume duty in the position occupied by her immediately before the commencement of maternity leave, if the position still exists.
- (e) If the position occupied by the employee immediately prior to the taking of maternity leave has ceased to exist, but there are other positions available that the employee is qualified for and is capable of performing, the employee shall be appointed to a position of the same grade and classification as the employee's former position.
- (f) An employee who:
  - (1) applied for maternity leave within the time and in the manner determined by the Chief Executive Officer or nominee; and
  - (2) prior to the expected date of birth, completed not less than 40 weeks' continuous service,
 shall be paid at her ordinary rate of pay for a period not exceeding 9 weeks or the period of maternity leave taken, whichever is the lesser period.
- (g) Except as provided in sub-clause (f) of this clause, maternity leave shall be granted without pay.
- (h) The Chief Executive Officer or nominee shall consider, where possible and appropriate, an application to transfer to safer duties of a pregnant employee either before and/or after the birth of an unborn or a newborn child on a case-by-case basis.

### **38. Military Leave**

- (a) During the period of 12 months commencing on 1 July each year, the Chief Executive Officer or nominee may grant to an employee who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction conducted by the employee's unit.
- (b) Up to 24 working days military leave per year may be granted by the Chief Executive Officer or nominee to members of the Naval and Military Reserves and up to 28 working days per year to members of the Air Force Reserve for the activities specified in subclause (a) of this clause.
- (c) At the expiration of military leave, the employee shall furnish to the Chief Executive Officer or nominee a certificate of attendance signed by the commanding officer or other responsible officer.

### 39. Observance of Essential Religious or Cultural Obligations

- (a) An employee of:
- (1) any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
  - (2) any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,
- will be granted, subject to adequate notice being provided and it is operationally convenient, annual/extended leave to credit, leave without pay, or negotiate local arrangements to do so.

### 40. Parental Leave

Parental leave is available to an employee who applies for leave to look after their child or children.

- (a) Parental leave applies as follows:
- (1) **Short Parental Leave:**  
An unbroken period of up to one week at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
  - (2) **Extended Parental Leave:**  
For a period not exceeding 12 months, less any short parental leave already taken by the employee as provided for in paragraph (1) of this subclause.
- (b) Extended parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- (c) An employee who has been granted parental leave may, with the permission of the Chief Executive Officer or nominee take such leave:
- (1) full-time for a period not exceeding 12 months; or
  - (2) part-time over a period not exceeding 2 years; or
  - (3) partly full-time and partly part-time over a proportionate period of up to 2 years.
- (d) An employee who resumes duty immediately on expiration of parental leave shall:
- (1) if the position occupied by the employee immediately before the commencement of that leave still exists be entitled to be placed in that position; or
  - (2) if the position occupied by the employee has ceased to exist, but there are other positions available that the employee is qualified for and is capable of performing, the employee shall be appointed, to a position of the same grade and classification as the employee's former position.
- (e) Parental leave shall be granted without pay, unless the employee elects to take accrued annual or extended leave in respect of some or all of the period of parental leave.

### 41. Annual Leave

- (a) Every employee shall become entitled in respect of each year of employment to four consecutive weeks' annual leave exclusive of public holidays. For each public holiday occurring during the period of annual leave, an additional day shall be added to the employee's leave for each such holiday occurring.
- (b) An annual holiday of four weeks shall be given and taken in one consecutive period, or, if the employee and employer so agree, in two separate periods. The employee and the employer may also agree for annual leave to be taken in shorter periods of a minimum of one day, provided that not more than five (5) days out of the employee's yearly entitlement to annual leave is so taken.
- (c) Upon termination of employment an employee shall be entitled to payment for all untaken leave together with such sum as bears the same ratio to four weeks' pay as the employee's number of months' service since the employee last became entitled to leave bears to one year, or in the case of an employee whose period of service is less than one year to payment of such sum as bears the same ratio to four weeks' pay as the employee's number of months' service bears to one year.
- (d) An employee at the time of entering upon a period of annual leave, in accordance with this Agreement, shall be entitled to an additional payment in respect of the period of employment to which the said leave is referable, calculated on the basis of 3.166 hours ordinary pay for each month; provided that the maximum amount payable for any twelve month period shall not exceed thirty-eight (38) hours.

- (e) The casual rate of pay prescribed by this Agreement includes an allowance for entitlement under the Annual Holidays Act, 1944.
- (f) No employee can have more than eight (8) weeks annual leave to credit unless approved by the CEO or nominee. The CEO or nominee may direct an employee to take two (2) weeks annual leave once the accumulation has reached eight (8) weeks.
- (g) Annual leave does not accrue to an employee in respect of any period of absence from duty without leave or without pay, except as specified in paragraph (2) of this subclause.
- (h) Annual leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers' Compensation Act 1987*; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.
- (i) Annual leave accrues at half its normal accrual rate during periods of extended leave on half pay.

#### **42. Sick Leave**

- (a) After three months' continuous service with the employer, an employee is entitled to 38 hours of paid sick leave during the first year of service.
- (b) The employee is entitled to a pro-rata amount of 76 hours paid sick leave based on the number of months remaining from the employee's anniversary date until the 31 December of that year in terms of the following formula:  

$$\frac{\text{No of months from anniversary date remaining until 31 December}}{12 \text{ months}} \times 76 \text{ hours}$$
- (c) Each, calendar year thereafter (b) above the employee is entitled to 76 hours of paid sick leave. The 76 hours of paid sick leave accrues to the employee on 1 January each calendar year.
- (d) Sick leave not taken in any year shall accumulate from year to year to be taken when justified in a later year of service without diminution of the sick leave prescribed in respect of that year.
- (e) The employee shall, unless it is not reasonably practicable so to do (proof whereof shall be on the employee), before the employee's ordinary starting time on the first day of the employee's inability to attend for duty and, as far as practicable, state the nature of the illness or injury and the estimated duration of the absence.
- (f)
  - (i) Subject to (ii) the employee shall furnish to the employer such evidence as the employer may reasonably desire that the employee was unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed.
  - (ii) The employee shall have not more than four single day absences due to sickness or injury in any one sick leave year without presenting a medical or dental certificate to the employer but if the single day absence occurs before or after a public holiday or a rostered day off the employee must furnish to the employer such evidence as the employer may reasonably desire that the employee was unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed.
- (g) If an award holiday occurs during an employee's absence on sick leave then such award holiday shall not be counted as sick leave.
- (h) Accumulated sick leave at the credit of an employee employed at the date this agreement is made shall not be affected nor reduced by the operation of this clause. Accumulated sick leave of existing employees shall be calculated to 31 December 2004.

#### **43. Sick Leave to Care for a Family Member**

When family and community service leave provided for in the Sick Leave clause of this Agreement is exhausted, an employee with responsibilities in relation to a category of person set out in subclause (c) of this clause who needs the employee's care and support, may elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide such care and support when a family member is ill.

- (a) The sick leave shall initially be taken from the current leave year's entitlement followed, if necessary, by the sick leave accumulated over the previous 3 years. In special circumstances, the Chief Executive Officer or nominee may grant additional sick leave from the sick leave accumulated during the employee's eligible service.
- (b) If required by the Chief Executive Officer or nominee, the employee must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:

- (1) the employee being responsible for the care and support of the person concerned; and
- (2) the person concerned being: -
  - (i) a spouse of the employee; or
  - (ii) a defacto spouse being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
  - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or of spouse or of defacto spouse of the employee; or
  - (iv) a same sex partner who lives with the employee as the defacto partner of that employee on a bona fide domestic basis; or a relative of the employee who is a member of the same household, where for the purposes of this definition:
    - "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
    - "affinity" means a relationship that one spouse or partner has to the relatives of the other; and
    - "household" means a family group living in the same domestic dwelling.

#### **44. Sick Leave – Workers' Compensation**

- (a) Pending the determination of a Workers' Compensation claim and on production of an acceptable medical certificate, the Chief Executive Officer or nominee shall grant sick leave on full pay for which the employee is eligible followed, if necessary, by sick leave without pay or, at the employee's election by accrued annual leave or extended leave.
- (b) An employee who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers Compensation Act 1987* may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the employee's ordinary rate of pay. Sick leave utilised in this way shall be debited against the employee.
- (c) If an employee receives a claim for damages that include the loss of salary or wages during any period of sick leave, the employee will repay the Employer the monetary value of any such period of leave.
- (d) Sick leave shall not be granted to an employee who refuses or fails to complete an undertaking to repay the Employer.

#### **45. Special Leave with Full Pay**

- (a) Jury Service:
  - (1) In the event of an employee being required to attend on jury service the employee shall be paid the difference between the normal rate of wage and such fees as the employee is paid for the jury service.
  - (2) Written proof of attendance and of the amount received in jury fees shall be submitted to the employer.
- (b) Witness at Court - Official Capacity:
 

When an employee is subpoenaed or called as a witness in an official capacity, the employee shall be regarded as being on duty and will be reimbursed expenses properly and reasonably incurred.
- (c) Witness at Court - Other than in Official Capacity - Crown Witness:
 

An employee who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:

  - (1) be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
  - (2) pay to the Employer all money paid to the employee under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.
  - (3) relevant union Witness – an employee called by the relevant union to give evidence before an Industrial Tribunal or in another jurisdiction, shall be granted special leave by the Employer for the required period.

- (d) Called as a witness in a private capacity:

An employee who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the employee's election, available annual leave on full pay or leave without pay.

- (e) Examinations:

Special leave on full pay up to a maximum of 5 days in any one year shall be granted to employees for the purpose of attending at, and travelling to or from, any examination approved by the Chief Executive Officer or nominee in accordance with the Employer's Study Time Policy.

- (f) Special Leave - Other Purposes:

Special leave on full pay may be granted to employees by the Chief Executive Officer or nominee for other purposes, subject to the conditions specified in the Employer's Human Resources Handbook at the time the leave is taken.

#### **46. Personal and Professional Development and Training Activities**

- (a) Attendance of an employee at activities considered by the Chief Executive Officer or nominee to be:

- (1) essential for the efficient operation of the Employer; or
- (2) developmental and of benefit to the Employer.
- (3) in the best interests of the employee and the Employer;

shall be regarded as on duty for the purpose of payment of salary if an employee attends such an activity during normal working hours. Course fees and actual reasonable expenses will be paid by the Employer.

#### **47. Study Time**

- (a) The Chief Executive Officer or nominee shall have the power to grant or refuse study time.
- (b) Where the Chief Executive Officer or nominee approves the grant of study time, the grant shall be subject to:
- (1) The course being a course relevant to the Employer;
  - (2) The time being taken at the convenience of the Employer; and

Study time for employees accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week and subject to the approval of the Employer may be taken weekly or accumulated .

- (c) Study time may be used in accordance with the Employer's Study Time Policy.
- (d) Study time shall not be granted for repeated subjects.
- (e) Study time if not taken at the nominated time shall be forfeited.

If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.

#### **48. Study Leave**

- (a) Study leave for full-time study is granted to assist those employees who win scholarships / fellowships / awards or who wish to undertake full-time study and/or study tours. Study leave without pay may be granted for studies at any level, including undergraduate study.
- (b) Where financial assistance may be provided by the Chief Executive Officer or nominee for all or part of the study leave period and the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the employee.

#### **49. Trade Union Activities Regarded as on Duty**

A trade union delegate will be released from the performance of normal duties with the Employer when required to undertake any of the activities specified below. While undertaking such activities the trade union delegate will be regarded as being on duty and will not be required to apply for leave:

- (a) Attendance at meetings of the workplace's Occupational Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Occupational Health and Safety

Committee members at a place of work as provided for in the *Occupational Health and Safety Act 1983* and the Regulations;

- (b) Attendance at meetings with workplace management or workplace management representatives;
- (c) A reasonable period of preparation time, before-
  - (1) meetings with management;
  - (2) disciplinary or grievance meetings when a trade union member requires the presence of a trade union delegate; and
  - (3) any other meeting with management,
 by agreement with management, where operational requirements allow the taking of such time;
- (d) Giving evidence in court on behalf of the employer;
- (e) Presenting information on the trade union and trade union activities at induction sessions for new employees of the Employer; and
- (f) Distributing official trade union publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

### **50. Trade Union Activities Regarded as Special Leave**

The granting of special leave with pay will apply to the following activities undertaken by a trade union delegate, as specified below: -

- (a) annual or biennial conferences of the delegate's union;
- (b) meetings of the union's Executive, Committee of Management or Councils;
- (c) annual conference of the Labor Council of NSW and the biennial Congress of the Australian Council of Trade Unions;
- (d) attendance at meetings called by the Labor Council of NSW involving an Employer trade union, which requires attendance of a delegate;
- (e) giving evidence before an Industrial Tribunal as a witness for the trade union;
- (f) reasonable travelling time to and from conferences or meetings to which the provisions of clauses 49 and 50 of this Agreement apply.

### **51. Trade Union Training Courses**

The following training courses will attract the grant of special leave as specified below:-

- (a) accredited Occupational Health and Safety (OH&S) courses and any other accredited OH&S training for OH&S Committee members. The provider(s) of accredited OH&S training courses and the conditions on which special leave for such courses will be granted, shall be negotiated between the Chief Executive Officer or nominee and the relevant trade union under a local arrangement pursuant to the Local Agreement Arrangements clause of this Agreement.
- (b) courses organised and conducted by the Trade Union Education Foundation or by the member's trade union or a training provider nominated by the member's trade union. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:
  - (1) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
  - (2) payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc;
  - (3) all travelling and associated expenses being met by the employee or his/her union;
  - (4) attendance being confirmed in writing by the member's trade union or a nominated training provider.

### **52. Access to Facilities by Trade Union Delegates**

The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised union activities:



- (a) telephone, facsimile and, where available, E-mail facilities;
- (b) a notice board for material authorised by the union or access to staff notice boards for material authorised by the union;
- (c) workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the relevant trade union.

### **53. Right of Entry Provisions**

The right of entry provisions shall be as prescribed under the *Occupational Health and Safety Act 2000* and the *Industrial Relations Act 1996*.

### **54. Travelling and Other Costs of Trade Union Delegates**

- (a) Except as specified in subclause (c) of the *Responsibilities of Workplace Management Clause* of this Agreement, all travel and other costs incurred by accredited union delegates in the course of trade union activities will be paid by their union.
- (b) In respect of meetings called by the workplace management in terms of subclause (c) of the *Responsibilities of Workplace Management Clause* of this Agreement, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under the Allowances clause of this Agreement.
- (c) No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a employee from the Employer, in respect of union activities covered by special leave or on duty activities provided for in this clause.
- (d) The on loan arrangements shall apply strictly as negotiated and no extra claims in respect of the period of on loan shall be made on the Employer by the Trade Union or the employee.

### **55. Industrial Action**

- (a) Provisions of the *Industrial Relations Act 1996* shall apply to the right of union members to take lawful industrial action.
- (b) There will be no victimisation of employees prior to, during or following such industrial action.

### **56. Consultation and Technological Change**

- (a) There shall be effective means of consultation, as set out in the Consultative Arrangements Policy and Guidelines document, on matters of mutual interest and concern, both formal and informal, between management and the trade unions represented at the Workplace.
- (b) The Employer shall consult with the relevant trade union prior to the introduction of any technological change.

### **57. Deduction of Union Membership Fees**

- (a) The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- (b) The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- (c) Subject to (a) and (b) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- (d) Monies so deducted from employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- (e) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- (f) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue."

### 58. Protective Clothing

- (a) The employer shall provide -
- (1) to employees suitable high visibility clothing with reflective material provided that nothing in this paragraph shall be deemed to exclude the use of the company's name, logo or telephone number; clothing provided in accordance with this paragraph shall not be loose fitting;
  - (2) to employees suitable footwear having regard to the work performed and the prevailing conditions including the state of roads, pavements and topography in the areas in which the work is to be performed;
- (b) The employer shall have available -
- (1) waterproof clothing consisting of waterproof coat, hat or cap or sou'wester for each employee required to work out of doors in wet weather;
  - (2) suitable gloves.
- (c) Where safety clothing and footwear has been provided by the employer in accordance with this clause it shall be the duty of the employee to wear such clothing and footwear at all times while the employee is at work.
- (d) The employee shall not obscure high visibility clothing in any way.
- (e) Where an employee comes into contact with direct or reflected sunlight during working hours and requires special clothing and/or headgear to protect himself/herself from the sun these shall be provided, free of cost, by the employer.
- (f) An employee who comes into contact with direct or reflected sunlight during working hours shall be provided with Australian Standard, AS 1067 Sunglasses, free of cost, by the employer. Those employees who require Safety Sunglasses shall be provided, free of cost, by the employer, with Australian Standard AS 1337 or AS 1338 Safety Sunglasses.
- (g) An employee who comes into contact with direct or reflected sunlight during working hours shall be provided with sufficient quantities of broad spectrum SPF 30+ Sunscreen to protect himself/herself from the sun, free of cost, by the employer.
- (h) The clothing provided in accordance with this clause shall be renewed when reasonably necessary. It shall only be worn when the employee is engaged on work for the employer and shall remain the property of the employer and shall be returned to the employer on demand in a condition commensurate with normal wear and tear. Any employee may be required by an employer to sign a receipt for such clothing upon it being issued to the employee.

### 59. Superannuation

- (a) An employee may elect, subject to the agreement of the Employer, to sacrifice a portion of the salary payable to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed must not exceed fifty (50) percent of the salary payable or fifty (50) percent of the current applicable superannuable salary, whichever is the lesser. In this clause "superannuable salary" means the employee's salary as notified from time to time, to the NSW public sector superannuation trustee corporations.
- (b) Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
- (1) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion, and
  - (2) any allowance, penalty rate, payment for unused entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Agreement or any applicable Agreement, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation made under this Agreement.
- (c) The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
- (1) Paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions, or
  - (2) Subject to the Employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (d) Where an employee elects to salary sacrifice in terms of the relevant Clause above, the Employer will pay the sacrificed amount into the relevant superannuation fund.
- (e) Where the employee is a member of a superannuation scheme established under:

- (1) The Police Regulation (Superannuation) Act 1906;
- (2) The Superannuation Act 1916;
- (3) The State Authorities (Superannuation) Act 1987;
- (4) The State Authorities Non-contributory Superannuation Act 1987; or
- (5) The First State Superannuation Act 1992.
- (6) The Transport Workers' Union Superannuation Fund.

The Employer must ensure that the amount of any additional employer superannuation contributions specified in the relevant sub-clause above is included in the employee's superannuable salary which is notified to the NSW public sector superannuation trustee corporations.

- (f) Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with the Employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause (d) above, the Employer will continue to base contributions to that fund on the salary payable to the same extent as applied before the employee sacrificed portion of that salary to superannuation.
- (g) This clause applies even though the superannuation contributions made by the Employer may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.
- (h) Where an employee requests, the Employer shall consider payment of the statutory employer contributions to the requested superannuation providers in terms of (c) (2) above

#### **60. Probation**

- (a) All new employees appointed to positions with the Employer shall in the first instance, be appointed on a probationary basis for a period of up to three months.
- (b) The probation period may be varied, extended for a further period to a total of six months, or waived at the discretion of the Chief Executive Officer or nominee.
- (c) Under normal circumstances the probationary period may only be extended on a one off basis.

#### **61. Performance Management**

The work performance of an employee shall be managed in accordance with the Employer's Performance Management and Development System, Policy and Procedures.

#### **62. Managing Unsatisfactory Performance or Misconduct**

- (a) Where the work performance of an employee is evaluated as being unsatisfactory after appropriate counselling, or where through misconduct the Employer's Policies, Procedures or Code of Ethics and Conduct are breached, appropriate action shall be taken in accordance with the Employer's Managing Unsatisfactory Performance or Misconduct Policy.
- (b) Nothing in this clause limits the rights of the Employer to summarily dismiss an employee for serious and wilful misconduct.

#### **63. Grievance and Dispute Resolution Procedures**

- (a) All grievances and disputes relating to the provisions of this Agreement shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority if required.
- (b) An employee is required to notify, in writing, their Immediate Supervisor (unless the grievance is with an Immediate Supervisor in which case the notification may be made to the next level of management) as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.

Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager, the notification may occur to the next appropriate level of management, including where required, to the Chief Executive Officer or nominee.

- (c) The immediate Supervisor shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (d) If the matter remains unresolved with the immediate Supervisor, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter.
- (e) The person at the next level of management shall respond within two (2) working days, or as soon as practicable.

- (f) The employee may pursue this sequence of reference to successive levels of management until the matter is referred to the Chief Executive Officer.
- (g) Either party may request a mutually agreed mediator to assist in the resolution of the matter.
- (h) If the matter remains unresolved, the Chief Executive Officer shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (i) An employee, at any stage, may request to be represented by their Union or Agent.
- (j) The employee or the Union or agent on their behalf or the Chief Executive Officer may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (k) The employee, Union, Agent and WSN Environmental Solutions shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (l) Whilst the procedures outlined in subclauses (a) to (k) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

#### **64. Redundancy**

Where an employee is made redundant, or accepts an offer of voluntary redundancy, the entitlements and services available shall be as prescribed by the Employer's Managing Displaced Staff Policy.

#### **65. Anti-Discrimination**

- (a) 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 and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement 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, which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) 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.
- (d) Nothing in this clause is to be taken to affect:
  - (1) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (2) offering or providing junior rates of pay to persons under 21 years of age;
  - (3) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (4) a party to this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) 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.
  - (1) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
  - (2) 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.

#### **66. No Extra Claims**

The parties agree that there shall be no additional claims made during the period of this Agreement with the exception of those items in Clause 74. Negotiations for a new Agreement shall commence 3 months prior to expiration of this Agreement.

#### **67. Area Incidence and Duration**

This Agreement shall take effect from the date of signature by the parties and shall remain in force until 04 September 2007.

### **68. Transfer to Available Work**

- (a) Should there be an oversupply of labour due to completion of contracts, a general downturn of industry, where insufficient work exists, or for any other justifiable reason, the Employer may transfer an employee to another location within the Greater Sydney metropolitan area where there is available work.
- (b) The transfer can be for a temporary, fixed or on a permanent basis.
- (c) The employee shall be consulted and formally advised prior to any such decision by the Employer.
- (d) The employer shall consider any personal circumstances of the employee before implementing a decision resulting from (a) above.

### **69. Safety Induction Training**

- (a) The purpose of this clause is to:
  - (1) ensure that employees are certified as competent to Blue Card Standard.
  - (2) encourage the attainment of a transferable skills base in occupational health and safety training for employees.
- (b) Subject to subclause (d), by 4 September 2005, the employer will ensure that each employee:
  - (1) Has attained a Blue Card.
  - (2) Has attained the training specified in paragraph (a) at no cost to the employee; and
  - (3) Has been provided with documentation confirming the attainment of the training specified in paragraph (a) of this clause.
- (c) Subject to subclause (d), after 4 September 2005 an employee must complete the training set out in paragraph (a) above within two (2) months of the commencement of his or her employment with an employer if the employee has not previously completed the training. (d) The employer's obligations under subclauses (b) and (c), above, will not apply to a casual employee unless the engagement has been on a regular and systematic basis for a period of at least two (2) months.
- (e) If an employee or prospective employee is required to undergo training pursuant to subclause (b), above, either prior to or after commencing employment, the employer will pay the employee or prospective employee an hourly rate for the actual hours spent in attending the training (excluding travel time). The hourly rate will be determined by dividing the weekly rate applicable for the employee's classification or proposed classification by 38 hours and will not include payment for any overtime or any other penalties including, but not limited to, allowances, shift allowances or loadings. An employee shall suffer no loss of ordinary time earnings as result of attendance at training provided pursuant to subclause (b), above.

### **70. Commitment to Training**

- (a) The parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of the waste management industry and its functions, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
  - 1) developing a more highly skilled and flexible workforce;
  - 2) providing employees with career opportunities through appropriate training to acquire additional skills;
  - 3) removing barriers to the utilisation of skills acquired.
- (b) Following proper consultation through the establishment of a training committee, the employer shall develop a training programme consistent with :-
  - 1) The current and future skill needs of the enterprise;
  - 2) the size, structure and nature of the operations of the enterprise;
  - 3) the need to develop vocational skills relevant to the enterprise and the transport industry and the waste management industry through courses conducted by accredited educational institutions and/or

providers.

- (c) Where it is agreed a training committee be established that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example
- 1) formulation of a training programme and availability of training courses and career opportunities to employees;
  - 2) dissemination of information on the training programme and availability of training courses and career opportunities to employees;
  - 3) the recommending of individual employees for training and reclassifications;
  - 4) monitoring and advising management and employees on the on-going effectiveness of the training.
- (d) (1) Where, as a result of consultation through a training committee and with the employee concerned, it is agreed that additional training in accordance with the programme developed pursuant to subclause (b) herein should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.
- (2) Any costs associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.
- (3) Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.
- (e) Subclause (a), (b) and (d) herein shall operate as interim provisions and shall be reviewed after nine months' operation. In the meantime, the parties shall monitor the effectiveness of those interim provisions in encouraging the attainment of the objectives detailed in subclause (a) herein. In this connection, the Union reserves the right to press for the mandatory prescription of a minimum number of training hours per annum, without loss of pay, for an employee undertaking training to meet the needs of an individual enterprise and/or the transport industry.

Any disputes arising in relation to subclauses (b) and (c) shall be subject to the provisions of clause 30, Industrial Disputes and Grievance Procedure, of this Agreement.

## **71. General Induction Program**

- (a) The employer conducts a site induction program to familiarize the new employees with specific site safety requirements, job and corporation requirements and conditions of employment.
- (b) A representative of the Transport Workers Union will be invited to participate in the induction process addressing the new employee/s for a period of no more than 15 minutes.
- (c) Casual employees and labour hire will be included in (b) above subject to being engaged on a regular and systemic basis for at least two months.

## **72. Code of Ethics and Conduct**

- (a) Staff are required to become familiar with WSN Environmental Solutions' Code of Ethics and Conduct.
- (b) Staff are required to abide by this Code and perform their duties in accordance with the spirit and intent of the Code of Ethics and Conduct.

## **73. Termination of Employment**

- (a) Where termination is initiated by an employee, the employee must give one week's notice of termination of employment to the employer or forfeit one week's pay in lieu thereof.
- (b) Where termination is initiated by the employer, the employer must give the employee notice in accordance with the following table:

<b>Employee's Period of Continuous Service with the Employer</b>	<b>Period of Notice</b>
Not more than one year	At least one week
More than one year but not more than 3 years	At least 2 weeks

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More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- (c) Instead of notice, the employer may give the employee compensation which must equal the total of all amounts that the employer would have become liable to pay if the employee's employment had continued until the end of the required period of notice.

This total must be worked out on the basis of:

- (1) the employee's ordinary hours of work (even if they are not standard hours); and
  - (2) the amounts payable to the employee in respect of those hours, including (for example) loadings, allowances and penalties.
- (d) Notwithstanding subclauses (b) and (c) of this clause, an employer need not give any notice if the employee is guilty of serious misconduct.

#### **74. Leave Reserved**

Leave is reserved for the union to apply in respect of:

Chain of Responsibility

Service Fees

Weyhbridge Operator Skills

75. Table 1 - Allowances

<b>Private motor vehicle - cents per kilometre</b>	
Official business - Engine capacity	
over 2700cc	77.4
1600cc to 2700cc	72.0
under 1600cc	51.6
Casual rate - Engine capacity	
Over 2700cc	27.5
1600cc-2700cc	25.5
under 1600cc	21.5
<b>Motor cycle allowance - cents per kilometre</b>	
Normal business	34.0
During transport disruptions	17.0
<b>On-call allowance - Per hour</b>	
	0.62
<b>First aid allowance - Per annum</b>	
Holders of basic qualifications	\$568
Holders of current occupational first aid certificate	\$856
<b>Overtime Meal allowance</b>	
	\$9.90
<b>Leading Hands - Per Week</b>	
In charge of:	
Over 3 and up to 8	\$17.45
Over 8 and up to 15	\$26.05
Over 15 employees	\$34.85
Drivers of vehicles with dual front steering	\$10.00 p/week



76. Execution

Signed for and on behalf of  
**WSN ENVIRONMENTAL SOLUTIONS**

In the presence of:



Ken Kanofski  
Chief Executive Officer

Steve Richards  
Group General Manager Service Delivery

Date:

23/12/2005

Date:

23/12/05

Signed for and on behalf of  
**THE TRANSPORT WORKERS' UNION , NSW  
BRANCH**

In the presence of:



Tony Sheldon  
State Secretary

Wayne Forno  
Assistant State Secretary

Date:

22.12.05

Date:

22.12.05