

**LIDCOMBE CASTLEREAGH WASTE MANAGEMENT CENTRE  
ENTERPRISE AWARD 1997**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 1781 of 2004)

Before The Honourable Mr Deputy President Harrison

18 August 2004

**REVIEWED AWARD**

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### **1 Title**

This award shall be known as the Lidcombe Castlereagh Waste Management Centre Enterprise Award 1997.

### **2. Parties**

This Award is made between the Australian Workers Union [NSW Branch]; the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales and the Corporation to cover its employees at the Lidcombe Liquid Waste Plant and Castlereagh Waste Management Centre.

### **3. Definitions - General**

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

"Association" means the Public Service Association and Professional Officer's Association Amalgamated Union of New South Wales.

"Annualised Pay" are the rates of pay scheduled in the Annualised rates of Pay subclause of the Salaries Clause of this Award.

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

"Award" means this Enterprise Award.

"Base Pay" is the rates of pay scheduled in the Rates of Pay subclause of the Salaries Clause of this Award.

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

"Castlereagh" means the Castlereagh Waste Management Centre.

"Corporation" means the Waste Recycling and Processing Corporation, as established under the Act and any delegated authorities as may be determined from time to time by the Chief Executive Officer.

Any references to the "Employer" or Waste Service NSW shall mean a reference to the Corporation.

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

"Union" means the Australian Workers Union [N.S.W. Branch].

"Waste Service NSW" is the trading name of the Waste Recycling and Processing Corporation of New South Wales.

### **4. Anti-Discrimination**

(1) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace.

- (a) This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and as a carer responsibilities.

- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects.
  - (a) It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (3) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise a employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti- discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES:

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

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

## **5. Medical Examinations**

In addition to the pre-employment examination, the Corporation will arrange medical examinations of employees covered by this Award at a period recommended by the Work Cover Authority on the following basis:

- (1) All costs of medical checks are to be borne by the Corporation.
- (2) The Corporation is to keep records of the medical checks.
- (3) The medical records shall be made available to the employee concerned.
- (4) A copy of the medical report is to be forwarded to the employee's treating doctor at the request of the employee.
- (5) With the employee's authority, information relevant to workers' compensation or occupational health and safety is to be forwarded to the relevant union and the Consultative Health and Safety Committee.
- (6) In all other circumstances, information contained in the medical reports is to remain confidential.

## **6. Contract of Employment**

- (1) Employees of the Liquid Waste Plant and Castlereagh Waste Management Centre will be employed under the employment powers of the Act.
- (2) Employees shall be paid not less frequently than each two (2) weeks by Electronic Funds Transfer.
- (3) Notwithstanding anything in this Award, employment may be terminated by giving the following notice or payment in lieu of that notice depending on the employee's period in employment:

Period in Employment	Notice Period (minimum)
Less than 1 year	1 week
1 to 3 years	2 weeks
3 to 5 years	3 weeks
More than 5 years	4 weeks

- (i) If the employee is over 45 years of age and has worked within the NSW Public Sector continuously for two years, the minimum notice will be increased by one (1) week.
- (4) A employee desiring to terminate his/her employment with the Corporation is required to give two (2) weeks notice in writing to the Corporation or such longer period as the Corporation may have contracted with any individual employee.
- (5) A employee who fails to give a minimum of two (2) weeks notice of intention to terminate his/her employment as prescribed in this clause, may forfeit two (2) weeks pay from any accrued entitlement.
- (6) Provided that nothing contained in this clause prevents an employee's employment being terminated without notice for wilful neglect of duty or wilful misconduct and in such cases wages will be paid up to the time of dismissal only.

## **7. Consultative Committee**

- (1) The consultative committee will continue to function placing a strong emphasis on workplace safety programs and general occupational health and safety and environmental requirements.
- (2) The committee will meet on a monthly basis, or when the need arises.
- (3) It will continue to provide a forum for monitoring implementation of this award.
- (4) Some employees of the enterprise award negotiating committee may be members of the consultative committee and the Corporation's Joint Consultative Committee.

## **8. Safety**

- (1) One bonus payment of \$75.00 to each employee at each respective location, party to this Award, will be made on the achievement of 1 year without a lost time accident at the respective location
- (2) Each location stands alone.

## **9. Protective Clothing**

- (1) Where necessary for the performance of their duties, employees will be provided with suitable rubber boots, waterproof clothing, goggles, masks, gloves, aprons, or other suitable substitutes.
- (2) Any employee issued with protective clothing in accordance with subclause 1 of this clause will be responsible for and shall wear such clothing whilst engaged on work for which it was deemed necessary for protective clothing to be issued.

- (3) Clothing and equipment will remain the property of the Corporation, except for special clothing covered by with the provisions of the Clothing Allowance sub-clause of the Allowances clause in this award.

### **10. Training**

- (1) Training which is relevant to the development of each individual employee will be provided.
- (2) Full consultation will occur between the Corporation, the employee concerned and their employee representatives to discuss the implementation of training initiatives.
- (3) These initiatives will be detailed in a separate and mutually agreed upon document.
- (4) Employee training and the attainment of skills will be linked to job requirements which will be determined by the Corporation in consultation with employees concerned and their representatives.
- (5) All employees are required to hold a set of basic skills in performing their day to day duties.
- (6) These are: general computing skills; ability to operate the weighbridge; ability to handle public enquiries and for process shift operators, the holding of a first aid certificate.
- (7) Employees will be provided with training if they do not hold these skills.
- (8) In addition to the skills required in sub-clauses 5, 6 and 7 of this clause, Maintenance Service Technicians, Process Operators, Waste Reival Officers and Liquid Waste Plant Supervisors are required to hold fork lift drivers certificates.
- (9) Castlereagh: In addition to the skills required in sub-clause 8 of this clause, the following positions at Castlereagh will have:
  - (a) Field Officer: Experience with ability to operate earthmoving equipment.
  - (b) Field Officer: Class 3 or higher licence for driving heavy vehicles.
  - (c) Clerical Officer: Basic word processing skills.

### **11. Hours of Duty**

- (1) A flexible and adaptive approach will be adopted by employees and management in relation to normal working hours and working arrangement.
- (2) The ordinary hours of duty for all employees covered by this Award will not exceed an average of thirty eight (38) hours per week over a four (4) week cycle.
- (3) Dayworkers:
  - (i) The Corporation, with full consultation with employees at each location, will determine for such location the daily starting and finishing times of individual employees to provide coverage between the hours 6.00 a.m. and 6.00 p.m., Monday to Friday if necessary, to meet the needs of customers.
  - (ii) Starting and finishing times will provide for a minimum of seven (7) hours per day to be worked on a minimum of sixteen (16) days and a maximum of twenty (20) days over a four (4) week period.
  - (iii) For full time employees employed at the date of making this award, starting and finishing times applying will continue to apply unless varied by agreement between such employees, the respective union official and the Corporation.

- (iv) The taking of rostered hours off will be agreed between the Corporation and employees engaged on day work.
- (v) Once having been determined, the daily starting and finishing times and the schedule of rostered hours off may be varied to meet short term needs by agreement or a minimum of six (6) working days notice given by the Corporation.
- (vi) Subject to organisational convenience, employees who are unable to take their rostered hours off in any four (4) week settlement period because of work requirements, may accumulate up to forty (40) rostered hours off per year which may be taken with recreational leave.
- (vii) Subject to the approval of the Chief Executive Officer, this accumulation may be extended up to a maximum of eighty (80) rostered hours off on the written application of the employee.
- (viii) Rostered hours accrued in accordance with subclause (v) of this clause are to be paid out on the termination of employment of a employee.
- (ix) Employees cannot be required to work more than 5 hours continuous period without an unpaid meal break of at least 30 minutes.
- (x) In the event that a employee is directed to continue working without a meal break she/he will be paid at the appropriate overtime rates for time worked between five (5) hours from the commencement of work until the time when a meal break is provided.

(4) Continuous Shift Roster

- (i) Continuous shift roster means a roster designed to provide plant operation twenty-four (24) hours per day, seven (7) days per week and where the employee is regularly required to work on Saturdays, Sundays and Public Holidays.
- (ii) Shift cycles will be on a twelve (12) hour basis.
- (iii) Mutually agreed upon rosters will be established by the parties in order to co-ordinate shift work.
- (iv) Except as provided in the Overtime Clause in this award, work performed on a twelve (12) hour rostered shift shall form part of the ordinary hours as prescribed in subclause (i) above.

(5) Continuous Shift Work - Shift Allowances, Weekend and Public Holiday Rates

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

(ii) Shift Allowances - Continuous Shift Work (Twelve Hour Shifts).

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

(iii) Weekend and Public Holiday Rates - Continuous Shift Workers - Twelve Hour Shifts.

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

- (d) Shifts commencing at 6 a.m. and 6 p.m. on a Public Holiday shall be deemed to be shifts worked on a Public Holiday and be paid for at two and one half times the ordinary rate of pay.
- (iv) Non-Continuous Shift Roster. Non-continuous shift workers shall work on either a two or three shift Monday to Friday.
- (v) Non-Continuous Shift Work - Shift Allowances, Weekend and Public Holiday Rates

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

- (a) Shift Allowances - Non-Continuous Shift Work

Day shift 6 a.m. - 2 p.m.	Nil
Afternoon shift 2 p.m. - 10 p.m.	15%
Night shift 10 p.m. - 6 a.m.	17½%

- (b) Weekend and Public Holiday Rates - Non-Continuous Shift Work.

For a shift where the majority of the hours worked are performed on a Saturday, time and one half.

For a shift where the majority of the hours are worked on a Sunday, double time.

For a shift where the majority of hours worked are performed on a public holiday, double time and one half.

- (vi) Employees engaged on shift operations shall be entitled to a paid thirty minute meal break to be taken as near as possible to the middle of each shift.
- (vii) Penalty Provisions Not Cumulative:
  - (a) Where two or more penalties and/or overtime provisions could apply in a particular situation, the Corporation shall be bound to pay only one of such provisions.
  - (b) Where the provisions are not identical, the higher or the highest, as the case may be, shall apply.
- (viii) Continuous Shift Operation - Shift Relief:
  - (a) Shift relief of Process Operators shall take place in the Control Room.
  - (b) In the event of the on coming operator not reporting for duty at the normal shift change-over time, the off going shift operator is required to remain on duty until relieved.
  - (c) Payment for the first hour will be made at annualised rates.
  - (d) Provided that if the off-going shift operator is required to remain on duty for more than one hour, payment for all overtime (including the first hour) shall be paid at the rate of double time of the base rate of pay.
- (ix) Hours of Operation for the Receipt of Liquid Waste:
  - (a) If so required to meet the needs of customers, suitably trained employees may be required to receive waste between the hours 6 a.m. and 5 p.m. Monday to Friday and 6 a.m. and 11 a.m. on Saturday.

- (x) One employee trained to carry out waste screening analyses may be required to be on duty during waste receival hours on Saturdays.
  - (a) All time worked on Saturday is to be paid at overtime rates.
- (6) The Chief Executive Officer may require a employee to perform duty beyond the hours determined in this clause but only if it is reasonable for the employee to be required to do so.
  - (a) A employee may refuse to work additional hours in circumstances where the working of such hours would result in the employee working unreasonable hours.
  - (b) 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 additional hours, the impact on the operational commitments of the Corporation and the effect on client services,
    - (4) the notice (if any) given by the Chief Executive Officer regarding the working of the additional hours, and by the employee of their intention to refuse the working of additional hours, or
    - (5) any other relevant matter.

## **12. Positions and Classifications**

"Chief Executive Officer" means the Chief Executive Officer of the Waste Recycling and Processing Corporation of New South Wales as established by the *Waste Recycling and Processing Corporation Act 2001*.

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

Salary range is LWO Grade 2 level 5 to LWO Grade 4 level 3 (in 6 steps).

"Clerk/Laboratory Attendant" means a employee whose duties include clerical tasks and analytical checks required for the acceptance of liquid waste into the Plant, general clerical and typing support in the weighbridge office and general analytical support in the laboratory.

Salary range is LWO Grade 1 level 3 to LWO Grade 4 level 3 (in 10 steps).

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

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

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

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

Salary range is LWO Grade 1 level 1 to LWO Grade 2 level 5 (in 7 steps).



"General Manager - Liquid Treatment" means the Manager Liquid Waste Plant of the Corporation [formerly known as the Manager - Liquid Waste Plant].

"General Manager Operations" is the General Manager Operations of the Corporation.

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

Salary range is LWO Grade 2 level 5 to LWO Grade 9 level 4 (in 15 steps).

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

Salary range is LWO Grade 9 level 3 to LWO Grade 11 level 2 (in 7 steps).

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

Salary range is LWO Grade 1 level 5 to Grade 6 level 3 (in 14 steps).

"Liquid Waste Officer" means the single classification structure by which all employees are entitled graded under the terms of this Award.

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

Salary range is LWO Grade 6 level 3 to LWO Grade 8 level 5 (in 7 steps),

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

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

"Maintenance Services Technician" - Grade 2 means a qualified trades person experienced in general plant maintenance.

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

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

A Maintenance Services Technician Grade 2, who has had more than 5 years experience at the LWP level shall be entitled to progress to Maintenance Services Technician Grade 3.

Salary range is LWO Grade 4 level 3 to LWO Grade 5 level 6 (in 7 steps).

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

Salary range is LWO Grade 5 level 5 to LWO Grade 6 level 4 (in 4 steps).

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

"Plant Systems Engineer" means a employee who holds a degree in Chemical Engineering or a related engineering discipline and who is eligible for graduate membership of the Institution of Engineers. Their duties

include the development and maintenance of all computer based management systems and process control systems in the Plant and co-ordinating the Plants quality management processes.

Salary range LWO Grade 6 level 3 to LWO Grade 10 level 3 (in 10 steps).

"Plant Mechanical Engineer" and "Plant Electrical Engineer" means a employee who holds a degree or diploma in Mechanical or Electrical Engineering or equivalent and who is eligible for membership of the Institution of Engineers.

Their duties include an overview and planning of all maintenance activities at the Plant providing advice on relevant engineering matters and developing capital expenditure programs for the Plant.

Salary range is LWO Grade 6 level 3 to LWO Grade 10 level 3 (in 10 steps).

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

Salary range LWO Grade 8 level 4 to LWO Grade 11 level 2 (in 9 steps).

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

Salary range for shift process operators is LWO Grade 2 level 3 to LWO Grade 4 level 4 (in 8 steps).

Salary range for day work process operators is LWO Grade 2 level 3 to LWO Grade 4 level 5 (in 8 steps).

"Supervisor" means the immediate supervisor or manager of the area in which an employee is employed or any other employee authorised by the Chief Executive Officer to fulfil the role of a supervisor or manager, other than a person employed as a consultant or contractor.

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

Salary range is LWO Grade 6 level 2 to Grade 9 level 4 (in 9 steps).

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

Salary range is LWO Grade 1 level 1 to LWO Grade 3 level 1 (in 7 steps)

### **13. Salaries**

- (1) Rates of Pay: The rates of pay for employees covered by this Award are as per Table 1 in Attachment D:
  - (a) Rate applicable from first full pay period after 1 July 2003. This represents a 5% general increase.
- (2) Annualised Rates of Pay - Continuous Shift Workers: The annualised rates of pay for employees covered by this Award are as per Table 2 in Attachment D
  - (a) Rate applicable from first full pay period after 1 July 2003. This represents a 5% general increase.

(3) Increments

(i) Payment:

- (a) The payment of an annual increment under this Award shall be made only with the prior approval of the Chief Executive Officer or a duly authorised officer and will be generally payable on the anniversary of appointment of the employee to their position.
- (b) The payment of an increment to a employee is subject to:
  - A. Satisfactory conduct of, and satisfactory performance of duties by, the employee as determined by the Corporation; and
  - B. Satisfaction of any requirements contained in this Award for progression of that classification of the employee.

(ii) Performance Related Pay:

- (a) Outstanding performance as recorded within the Corporation's Performance Management & Development System may be recognised by the Corporation on the recommendation of the officer in charge of the plant on an individual basis by the application of a bonus payment system (progression of up to a maximum of two (2) incremental salary levels) above the employee's substantive salary level (Salaries Clause sets out the salary levels).
- (b) Such bonus will be incorporated into an individual salary if the bonus is awarded for outstanding performance over two (2) consecutive years.

(iii) Deferral:

- (a) The payment of an increment to an employee may be deferred from time-to-time if the performance or conduct has been documented as unsatisfactory, but may not be deferred for more than six (6) months at any one time.
- (b) A employee must be promptly notified in writing of any decision to defer payment of an increment.

(iv) Leave to Count for Incremental Purposes:

- (a) All paid leave counts for determining service for incremental purposes.
- (b) Authorised leave without pay totalling five days or less in the incremental period counts as service for incremental purposes.
- (c) Any period of leave without pay where used for the following purposes counts for incremental purposes:
  - part-time service with the Defence Forces;
  - to represent Australia or NSW in amateur sport;
  - workers' compensation;
  - transport strikes;
  - sick leave.
- (d) Study leave with financial assistance at the level of full pay will count as full service for incremental purposes.

- (e) Study leave with financial assistance at the level of half pay will count as half service for incremental purposes.
  - (f) Authorised leave without pay in excess of 5 days does not count as service except in the circumstance of approved extended leave where the provisions of the relevant acts apply.
- (4) Salary Increases: The payment of the salary increases in this award shall be subject to demonstrated productivity and efficiency improvements to substantiate and fund salary increases.

#### **14. Salaries: Allowances**

In addition to the salaries prescribed in Salaries Clause of this Award, allowances will be payable in certain circumstances to recognise particular conditions or increased responsibility required by employees.

(1) Meal Money Allowance:

- (i) A employee on day work or shift work who works more than two (2) hours overtime after his/her ordinary ceasing time, without being notified before leaving his/her work on the previous day that he/she would be required to work overtime, or a shift worker who is called to work with less than twelve (12) hours notice shall be paid the standard sum of \$16.10.
- (ii) If a day worker works for a further four (4) hours after the first two (2) hours, he/she shall be paid a further sum of \$16.10 for the second meal.

(2) Disabilities Allowance:

- (i) An allowance of \$550.00 per annum will be paid (but not for all purposes) in recognition of the disabilities and abnormal working conditions which may, from time to time, be experienced by Maintenance Services Technicians, Waste Receival / Plant Attendants, the day work Process Operator and LWP Supervisors in the performance of maintenance and other work.

(3) Travelling Allowance:

- (i) A day worker required to commence work before 6 a.m., other than on a call-back (refer to the overtime clause in this award) will be entitled to a travelling allowance of \$11.00 per day to compensate for additional travelling costs that may be incurred in travelling from their residence to work.

(4) First Aid Allowance:

- (i) A employee who is a day worker and who is the holder of a current First Aid Certificate and nominated by the Corporation as a First Aid Officer will be paid a weekly allowance of \$8.24 (but not for all purposes).

(5) On-Call (Pager) Allowance:

- (i) A dayworker shall be paid \$11.00 per day who is rostered for either:
  - (a) maintenance service technician employees, to provide after hours maintenance cover, or
  - (b) engineering/supervisory employees, to provide advice and/or directions to the plant after hours.

(6) Production Information Call Allowance:

- (i) A dayworker, party to this Award, who receives one or more phone calls at home from employees at the plant, seeking production advice or clarification, between 10.00pm and 6.00am, Monday to Sunday, shall be entitled to claim the equivalent of 1½ hours pay at ordinary rates for the first call, and 1 hour for all subsequent calls the same day.

- (ii) Each day shall stand alone.
- (7) Clothing Allowance:
- (i) A 'special' clothing allowance of \$75 per year will be paid to employees in the following classifications or nominated positions:
    - Laboratory Technician,
    - Clerk / Laboratory Attendant,
    - Waste Receivals / Plant Attendant,
    - Process Operators (daywork & shift),
    - Maintenance Service Technicians and LWP Supervisors and Castlereagh employees.
  - (ii) To be paid as a lump sum amount once per year on the anniversary of the registration of the enterprise award.

### **15. Salaries: Payment of Wages**

On each pay day the Corporation will supply each employee with a statement showing the amount of wages to which he/she is entitled, the amount of deductions made there from and the net amount of wages due to the employee.

### **16. Overtime**

- (1) Day workers and Non-Continuous Shift Workers
- (i) For all time worked before the agreed starting time and after the agreed finishing time of each employee, Monday to Friday, employees shall be paid at the rate of time and one half for the first two hours and double time thereafter on the base rate.
  - (ii) For all time worked on a Saturday, employees shall be paid time and one half for the first two hours and double time thereafter with a minimum payment as for four hours at ordinary time.
  - (iii) For all time worked on a Sunday, payment will be made at double time with a minimum payment as for four hours at ordinary time.
  - (iv) Employees who are required to work on public holidays shall be paid at the rate of double time and one half with a minimum payment as for four (4) hours at ordinary time.
  - (v) At the discretion of the Corporation, and as an option available to the employee, time off in lieu of payment for overtime worked may be taken at ordinary rates up to a cumulative maximum of eight (8) hours.
- (2) Continuous Shift Workers - Twelve Hour Shifts:
- (i) For all time worked in excess of twelve (12) hours per shift, except as provided in the Continuous Shift Operation - Shift Relief subclause of the Hours of Duty clause in this award, continuous shift workers shall be paid at the rate of double time of the base rate of pay.
  - (ii) The exception will be for time worked on a public holiday which is a rostered day off where such time worked shall be paid at double time and one half of the base rate of pay with a minimum payment as for four (4) hours at ordinary time.
  - (iii) This clause shall not apply when the time worked is:

- (a) by arrangement between the employees themselves, or
- (b) for the purpose of effecting the rotation of shift.

(3) Payment for Overtime Not Worked

- (i) When pre arranged overtime has been cancelled at short notice, employees who were initially required to work such overtime will be entitled to a minimum payment of four (4) hours at their base rate of pay unless the employees concerned have received adequate notice of such cancellation.
- (ii) For the purposes of this clause adequate notice will consist of;
  - (a) Day workers - Notified prior to ceasing work on the previous working day; and
  - (b) Shift workers - Notified twelve (12) hours prior to the previously intended commencement of the overtime.

(4) Minimum Period Off Duty

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

(5) Calls-Back

- (i) An employee recalled to work without prior notice will be paid overtime for each such call-back at the appropriate rate as prescribed in this clause with a minimum payment as for four (4) hours at appropriate overtime rates.
- (ii) An employee recalled to work without prior notice who is required to use his/her own motorised transport will be reimbursed for the use of such vehicle at the rate 55 cents per kilometre.
  - (a) It is mandatory that such employee has comprehensive vehicle insurance and is the holder of a current drivers licence.
  - (b) Alternately, the employee shall be reimbursed the taxi cost incurred for travelling to/from work.
- (iii) Calls back will not be counted as overtime for the purpose of sub-clauses 4(i), 4(ii) and 4(iii) of this clause except in the following circumstances:
  - (a) where the work extends beyond four (4) hours; or
  - (b) when the work continues after 12.00 midnight.

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

- (6) A employee may be directed by the Chief Executive Officer to work overtime, provided it is reasonable for the employee to be required to do so.
  - (a) A employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours.
  - (b) 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 Corporation and the effect on client services,
    - (4) the notice (if any) given by the Chief Executive Officer regarding the working of the overtime, and by the employee of their intention to refuse overtime, or
    - (5) any other relevant matter.

#### **17. Higher Duties**

- (1) A employee who is directed to and undertakes work carrying a higher rate than his/her ordinary classification level rate shall be paid the base rate without the payment of any increments for the classification of the employee being relieved for the actual time so worked.
- (2) Where an employee has relieved a more senior employee where the total number of relieving days exceed 15 days per year and is considered by the Corporation to be capable of assuming the full responsibility of the duties for which he/she is relieving, such employee shall be paid a rate higher than the base rate for the classification as provided for in subclause 1 of this clause.
- (3) Such rate is to reflect the number of years which the employee has relieved in the higher position and would be set in accordance with the normal scale progression for the higher position.

#### **18. Leave**

- (1) All employees will be paid at the base rate for all leave, with the exception of:
  - (a) Recreation Leave, which is paid as in the Recreation Leave clause,
  - (b) Sick leave, which is paid in accordance with the Sick clause, and
  - (c) Long Service Leave, which is paid in accordance with Extended Leave Clause.
- (2) It is agreed that employees covered by this Award at the time of the making of this award shall retain their existing accrued leave entitlements.

#### **19. Leave: Adoption**

- (1) Employees are entitled to unpaid and paid adoption leave.
- (2) Unpaid adoption leave may be taken by an employee who will be the primary caregiver (other than those employed on a casual basis) for a maximum period of 12 months from the date of taking custody.

- (3) Paid adoption leave may be taken by all employees (other than those who are employed on a casual basis) who, prior to the date of taking custody, have completed 40 weeks continuous service.
  - (a) The entitlement is as follows:
    - (i) 9 weeks paid leave commencing on and from the date of taking custody;
    - (ii) up to 12 months unpaid leave after the period of paid leave as follows:
      - (a) if the child has not commenced school at the date of the taking of custody, leave may be taken up to a maximum period of 12 months;
      - (b) if the child has commenced school at the date of the taking of custody, leave for such period as the Chief Executive Officer may determine may be granted up to a maximum period of 12 months.

#### **20. Leave: Bereavement**

- (1) An employee (other than a casual employee) shall be entitled to up to two days Bereavement Leave without deduction of pay on each occasion of the death of a member of a class of person set out in the relevant subparagraph of the Personal / Carer's Leave clause.
- (2) The employee must notify the Corporation as soon as practicable of the intention to take Bereavement Leave and will, if required by the Corporation, provide to the satisfaction of the Corporation proof of death.
- (3) Bereavement Leave shall be available to the employee in respect of the death of a person in relation to whom the employee could have utilised Carer's Leave as prescribed by this clause.
  - (a) The employee need not have been responsible for the care of the person concerned to be eligible for Bereavement Leave as prescribed in this sub-clause.
- (4) An employee shall not be entitled to Bereavement Leave under this clause during any period in respect of which the employee has been granted other leave.
- (5) Bereavement leave may be taken in conjunction with any other leave available to employees.
  - (a) Where such other available leave is to be taken in conjunction with Bereavement Leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the Corporation.

#### **21. Leave: Extended**

Employees are entitled to extended leave in accordance with the *Public Sector Employment and Management Act, 2002*.

#### **22. Leave: Jury Service**

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



### **23. Leave: Leave Without Pay (LWOP)**

- (1) The Chief Executive Officer may grant LWOP to an employee who shows good and sufficient personal reasons for such leave and if satisfied that the officer intends to resume duty on the expiration of such leave.
- (2) The employee granted the LWOP must give at least one month's notice of the intended date of return unless the Chief Executive Officer agrees to a lesser period.
- (3) LWOP does not break the continuity of service of the employee.
- (4) Employees who are granted LWOP may elect to retain recreation leave (up to the permissible maximum) and/or extended leave during periods of LWOP.

### **24. Leave: Maternity**

- (1) Female employees are entitled to unpaid and paid maternity leave.
- (2) Unpaid maternity leave may be taken by a full-time or part-time employee:
  - (i) up to 9 weeks before the expected date of birth of the child and
  - (ii) up to 12 months after the actual date of birth of the child.
- (3) Paid maternity leave may be taken by a full-time or part-time female employee who, prior to the expected date of birth of the child, has completed 40 weeks continuous service.
  - (a) The entitlement amounts to 9 weeks full pay from the date maternity leave commences.
- (4) Maternity leave may be taken as follows
  - (i) full-time, up to a maximum of twelve (12) months from birth of the child; or
  - (ii) part-time, up to a maximum of two (2) years from the date of birth of the child subject to the Corporation's convenience;
  - (iii) a combination of subclauses i and ii. providing that less than twelve (12) months maternity leave on a full-time basis is taken and that the balance taken part-time, will conclude before the child's second birthday.
- (5) A female employee shall formally notify the Corporation in writing:
  - (i) not less than eight (8) weeks before the expected date of birth of the child of:
    - (a) the intention to proceed on maternity leave; and
    - (b) the expected date of birth certified by a medical practitioner; and
    - (c) any maternity leave to be taken on a part-time basis;
  - (ii) not less than four (4) weeks before the expected date of birth of:
    - (a) the date on which maternity leave is intended to commence;
- (6) Unpaid maternity leave shall not count as Service for determining incremental progression nor any form of leave entitlement.
  - (a) The exception being for extended leave in cases where at least ten (10) years of service has been completed and unpaid maternity leave does not exceed six (6) months.

- (7) A female employee who returns to work after full-time or part-time maternity leave has a right to return to her former position.
- (8) The right of return to the former position is forfeited when a female employee does not resume duty at the expiration of full-time or part-time maternity leave.

#### **25. Leave: Parental**

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

#### **26 Leave: Personal/Carer's**

- (i) Use of Sick Leave:
  - (a) An employee (other than a casual employee), with responsibilities in relation to a class of person set out in (e)(2) of this subclause who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, for absences to provide care and support, for such persons when they are ill.
  - (b) Such leave may be taken for part of a single day.
  - (c) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person.
  - (d) In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
  - (e) 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 de facto 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 spouse or de facto spouse of the employee; or
- (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (v) 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.

- (f) An employee shall, wherever practicable, give the Corporation notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence.
- (g) If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Corporation by telephone of such absence at the first opportunity on the day of absence.

(ii) Unpaid Leave for Family Purpose:

- (a) An employee may elect, with the consent of the Corporation, to take unpaid leave for the purpose of providing care and support to a class of person set out in (e)(2) above who is ill.

(iii) Annual Leave:

- (a) An employee may elect with the consent of the Corporation, and subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) above, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and the Corporation may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

(iv) Time Off in Lieu of Payment for Overtime:

- (a) The provisions in the Overtime Clause of this Award shall apply.

- (v) Make-up time:
  - (a) An employee may elect, with the consent of the Corporation, to work "make-up time", under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
  - (b) An employee on shift work may elect, with the consent of the Corporation, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (vi) Rostered Days Off:
  - (a) An employee may elect, with the consent of the Corporation, to take a rostered day off at any time.
  - (b) An employee may elect, with the consent of the Corporation, to take rostered days off in part day amounts.
  - (c) An employee may elect, with the consent of the Corporation, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at time mutually agreed between the Corporation and employee, or subject to reasonable notice by the employee or the Corporation.
  - (d) This subclause is subject to the Corporation informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.
- (vii) Subject to the provisions of this clause, paid leave may be granted by the Chief Executive Officer in circumstances of pressing necessity for employees.
  - (a) The maximum entitlement is:
    - (i) All day workers: 38 hours in any period of 2 years.
    - (ii) Continuous shift workers: 42 hours in any period of 2 years.

## **27. Leave: Recreation**

- (1) General
  - (i) All employees must take at least two (2) weeks recreation leave per year.
  - (ii) Nothing in this paragraph will prevent the Corporation from allowing recreation leave to an employee before the right thereto has accrued, but where such leave is taken before the right there to has accrued, further leave will not commence to accrue until after the expiration of the twelve (12) months in respect of which such recreation leave has been taken.
  - (iii) Any employee whose employment is terminated by the Corporation through no fault of her/his own and any employee who leaves her/his employment will be paid for the proportionate period of recreation leave to which she/he would have been entitled if the employment had not been so terminated.
  - (iv) The recreation leave provided by this clause shall be given and shall be taken.
  - (v) Except as provided in the following Day Work clause, payment shall not be made or accepted in lieu of recreation leave.

(2) Day work

- (i) Payment for recreation leave will be made at the base rate of pay.
- (ii) All day work employees are entitled to recreation leave accruing at the rate of 20 working days per year which is to be taken at the convenience of the Corporation.
- (iii) Accrual is on a month by month basis at the rate of 1 and 2/3rds working days per month.
- (iv) A maximum of forty (40) days may be accrued at any one time.
- (v) Where a holiday prescribed in this Agreement falls on a day which a day worker is rostered off and the day worker is not required to work on that day, one day of recreation leave shall be added to the employee's entitlement.
- (vi) The Chief Executive Officer may approve of an extra fifteen (15) working days to be accumulated above the forty (40) days maximum if the employee is unable to take recreation leave due to an organisational emergency or at the request of the employee.
- (vii) Temporary employees who are employed for a period of three (3) months or less are not eligible to accrue recreation leave.
  - (a) They shall, however be entitled to be paid in lieu of recreational leave, 4/48ths of the salary or wages excluding overtime earned during the period of employment.

(3) Continuous Shift Worker

- (i) Continuous shift workers will be paid for recreation leave at the annualised salary rates of pay in this award which include annual leave loading.
- (ii) Unless otherwise approved by the Corporation, Continuous Shift Workers must take a minimum period of seven (7) consecutive rostered shifts of recreation leave per application.
- (iii) Continuous Shift Workers accrue recreation leave at the rate of fourteen (14) rostered shifts per annum in their first year of service and seventeen and one half (17½) rostered shifts per annum thereafter.
- (iv) An employee normally employed on day work with twelve (12) months continuous service who is employed for part of the twelve monthly period as a seven-day shift worker is entitled to have four (4) weeks recreation leave increased by a half day for each month she/he is continuously employed as a shift worker.
- (v) Where the additional leave calculated under subclause .3(iv) of this clause is or includes a fraction of a day such day will not form part of the leave period and any such fraction will be discharged by payment only.
- (vi) Shifts added to the period of recreation leave.
  - (a) In the case of an employee who was at the commencement of her/his recreation leave employed as a Continuous Shift Worker, one shift will be added to her/his annual leave period in respect of any holiday prescribed by this Award which falls within the period recreation leave to which she/he is entitled under this Award.
  - (b) One shift will be added to the recreation leave period of any Continuous Shift Worker if she/he is rostered off duty on a day which is a holiday prescribed by this Award and who is not required to work on that day.
  - (c) Any day or days added shall be paid for at the annualised rate of pay as prescribed in this Award.

- (d) Any shift or shifts added in accordance with paragraphs (i) or (ii) of this sub-clause (3) will be the working shifts immediately following the period of recreation leave to which the employee is entitled.
- (iv) Where the employment of a worker has been terminated and she/he thereby becomes entitled to payment in lieu of recreation leave with respect to a period of employment, she/he will be also entitled to an additional payment for each shift accrued to her/him under paragraph (ii) of this sub-clause (3) at the annualised rate of pay as prescribed in this Award.

## **28. Leave: Sick**

### **(1) General**

- (i) An employee who is absent from work by reason of personal illness or personal injury, is entitled to paid leave of absence as set out in sub-clauses 2 and 3 in accordance with the following conditions and limitations:
  - (a) The employee is required to inform the Corporation of an inability to attend for duty and, as far as practicable, state the nature of the illness [or injury] and the estimated duration of absence.
  - (b) This notification shall be prior to the commencement of the day's work [or shift] where practicable but within twenty-four (24) hours of the commencement of such absence.
  - (c) The employee may be required to prove to the satisfaction of the Corporation, by the production of a medical certificate or other satisfactory evidence, of being unable to attend for duty, on account of such illness [or injury], on the day/days for which sick leave is claimed.
- (ii) Untaken sick leave will accumulate from year to year.
- (iii) The full annual sick leave entitlement is available to the employee from 1 January each calendar year (i.e. it does not accrue on a monthly basis).
  - (a) New employees will be granted a pro-rata entitlement during their first calendar year of service, depending on the number of full months remaining in the year following appointment.
  - (b) The above pro rata entitlement is subject to a limitation that such employee shall only be entitled to five (5) days paid sick leave for day workers or forty (40) hours paid sick leave for continuous shift workers during the first three (3) months of service.
- (iv) Service before the date of coming into force of this award will be counted as service for the purpose of qualifying herewith.

(2) Day-work: An employee is entitled to sick leave of fifteen (15) days per year of service and paid at the respective base rate of pay.

(3) Continuous Shift Workers: An employee on continuous shift work is entitled to 120 hours of paid sick leave per year of service.

- (a) Payment for sick leave taken by a continuous shift worker is at her/his annualised rate of pay.

## **29. Study Leave and Study Time**

(1) Study leave and study time may be granted by the Chief Executive Officer.

- (2) Granting of study leave and study time will be made on a case by case basis and will be subject to the discretion of the Chief Executive Officer on the basis that the course is relevant to the employee's development within the Corporation.
- (3) All permanent employees, both full-time and part-time and all full-time temporary employees are eligible to apply

### **30. Public Holidays**

- (1) The following Public Holidays will be observed in this Award.  
New Year's Day,  
Australia Day,  
Good Friday,  
Easter Saturday,  
Easter Monday,  
Anzac Day,  
Queen's Birthday,  
Labor Day,  
Christmas Day,  
Boxing Day and  
any other day proclaimed as a public holiday by the State of New South Wales.
  - (a) NOTE: Normal process operations at the Liquid Waste Plant will not be required on Christmas Day or Boxing Day, however the Activated Sludge Facility will require one employee to operate over these days.
  - (b) The employee will be paid in accordance with sub-clause 1[iv] of the Overtime Clause in this Award.
- (2) A nominated day between Christmas and New Year or any other date agreed between the management and employees shall be a holiday as the picnic day of the Plant and Castlereagh.
  - (a) The Corporation may require any employee to work on such day and unless reasonable excuse exists, the employee shall work in accordance with such requirement.
  - (b) At the employee's discretion, they may take a day off in lieu of working on that day at ordinary rates within one month of having worked on that day or be paid at the appropriate overtime rates.
- (3) Any employee who is absent without leave or reasonable excuse on the working day succeeding or preceding a Public Holiday shall not be entitled to payment for such holiday.

### **31. Work Arrangements: Part-Time**

- (a) Part-time work is permanent employment and Part-time employees normally work fewer hours than full-time employees and receive all the entitlements of full time employees on a proportional basis.
- (b) Employees may work part-time under this Award where it is supported by the Corporation.

- (c) Employees working part time must complete a part time work agreement (PTWA) with their supervisor.
- (d) The PTWA must be in writing signed by the employee and the supervisor and must include:
  - (i) the hours and days to be worked;
  - (ii) the starting and finishing times of the employee's shifts;
  - (iii) the employee's classification; and
  - (iv) the employee's right (if any) to return to full time work.
- (e) There is no set hours that must be worked, however the PTWA must set out the minimum weekly hours that the employee will work.
- (f) The maximum number of hours under the PTWA must be less than the full-time (35) hours in this Award.
- (g) The employee must be paid the same ordinary hourly rate as full-time employees under this Award.
  - (i) Where a part time employee works in excess of the normal daily hours (by direction to work overtime), or works in excess of the equivalent full time weekly hours for the position (35 or 38 hours, as applicable), they shall be entitled to be paid at the overtime rates in this Award (the same situation as would normally apply to a full time employee in the same position working overtime).
- (h) Part time Employees are entitled to the same benefits as full-time employees under this Award calculated on a proportional basis such as leave and other entitlements like superannuation.
- (i) Annual leave and long service leave also accrue on a proportional basis.
- (j) A PTWA can be changed by making a new written agreement between the employee and supervisor.

### **32. Work Arrangements: Job Share**

- (a) Job Share is a voluntary arrangement in which one job is shared amongst part-time employees.
- (b) Employees may job share under this Award where it is supported by the Corporation.
- (c) Job Share arrangements are required to be formalised in the same way the part time work arrangements are outlined in an agreement - This agreement shall be called a job share agreement (JSA).
- (d) Job Sharers perform the role of one job and the workload and performance expectations should be similar to what would be expected if the job was being performed by one employee.

### **33. Union Or Association: Deduction of Membership Fees**

1. The Union or Association shall provide the Corporation with a schedule setting out Union or Association fortnightly membership fees payable by members of the Union or Association in accordance with the Union or Association 's rules.
2. The Union or Association shall advice the Corporation of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Union or Association fortnightly membership fees payable shall be provided to the Corporation at least one month in advance of the variation taking effect.



3. Subject to subclause 1 and 2 above, the Corporation shall deduct Union or Association fortnightly membership fees from the pay of any employee who is a member of the Union or Association in accordance with the Union or Association 's rules, provided that the employee has authorised the Corporation to make such deductions.
4. Monies so deducted from an employee's pay shall be forwarded regularly to the Union or Association together with all necessary information to enable the Union or Association to reconcile and credit subscriptions to employees' Union or Association membership accounts.
5. Unless other arrangements are agreed to by the Corporation and the Union or Association, all Union or Association membership fees shall be deducted on a fortnightly basis.
6. Where an employee has already authorised the deduction of Union or Association membership fees from his or her pay prior to this clause taking effect, nothing shall be read as requiring the employee to make a fresh authorisation in order for such deduction to continue.

#### **34. Union Or Association: Notice Boards**

- (1) The Corporation will erect suitable notice boards in prominent positions for the display of union notices.
- (2) All notices placed on the board will be signed by the delegate/co-delegate posting the notice.
- (3) The Corporation will initial the back of each such notice prior to posting.

#### **35. Union Or Association: Training Leave**

- (1) Authorised job representatives of the Union or the Association who are nominated by the Secretary of their Union or Association to attend a relevant training course or program sponsored by the Australian Council of Trade Unions or by the Union or the Association will be granted leave of absence while attending such course(s) provided that:
  - (i) at least two (2) weeks prior to attendance at the course(s) the Corporation receives written notice of the nomination from the Union Secretary setting out the times, dates, content and venue of course;
  - (ii) nominations will not involve absences from work of more than one delegate following notice from the Union or Association secretary setting out the times, dates, content and venue of the course.
  - (iii) leave of absence granted will be counted as time worked for the purpose of annual leave, sick leave and long service leave.
  - (iv) Job representatives attending will receive their base rate of pay whilst on such leave.
- (2) A maximum of six (6) days leave will be granted per year with base pay for two (2) Union or Association members to attend such courses.
- (3) All employees will have access to state or nationally accredited training courses agreed by the Union or Association and the Corporation.
- (4) The Corporation will meet all necessary payments for agreed courses and allow employees reasonable paid time to undertake all requirements of such course/s and reimburse reasonable expenses incurred whilst attending the course/s.

#### **36. Redundancy**

Employees accepting voluntary redundancy will be subject to the Corporation's Redundancy Policy.

### 37. Grievance and Dispute Settling Procedures

- (a) All grievances and disputes relating to the provisions of this Award 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:
  - (i) the substance of the grievance, dispute or difficulty,
  - (ii) request a meeting to discuss the matter, and if possible,
  - (iii) state the remedy sought.
- (c) 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 supervisor, the notification may occur to the next appropriate level of management, including where required, to the Chief Executive Officer or delegate.
- (d) 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.
- (e) 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.
- (f) The person at the next level of management shall respond within two (2) working days, or as soon as practicable.
- (g) The employee may pursue this sequence of reference to successive levels of management until the matter is referred to the Chief Executive Officer.
- (h) Either party may request a mutually agreed mediator to assist in the resolution of the matter.
- (i) 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.
- (j) An employee, at any stage, may request to be represented by their Association, Union or Agent.
- (k) The employee or the Association, 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.
- (l) The employee, Association, Union, Agent and Corporation shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (m) Whilst the procedures outlined in subclauses a) to l) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless:
  - (i) otherwise agreed between the parties, or,
  - (ii) 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.

### **38. Further Claims**

- (1) During the term of this Award, the parties may pursue claims as allowed by Chapter 2 Part 2 of the *NSW Industrial Relations Act, 1996*.
- (2) Under the Act, items may be raised for discussion with a view to achieving mutually agreed variations during the life of this Award.

### **39. Declaration**

The Parties to this Award declare that the Enterprise Award:

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

### **40. Area, Incidence and Duration**

- (1) This Award shall apply to all employees of Liquid Waste Plant and Castlereagh Waste Management Centre.
- (2) The following Awards and Agreements, insofar as they fix rates of pay and some conditions of employment applying to employees covered by this Award shall not apply during the term of this Award:
  - (i) Crown Employees (Public Sector - Salaries January 2002) Award
  - (ii) Crown Employees (Public Service Conditions of Employment 2002) Award.
  - (iii) Waste Re-cycling and Processing Service of New South Wales Lidcombe Site Agreement (1995). (Ref No. EA21/96)
- (3) The parties agree that, for the life of this Enterprise Award, the salaries, classifications and other conditions of employment expressed in this Award replace the rates of pay, classifications and conditions expressed in those awards and agreements listed in sub-clause 2 above of this Award.
- (4) This Award defines the salaries and conditions of employment as provided under the employment powers of the Act.
- (5) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Lidcombe Castlereagh Waste Management Centre Enterprise Award 1997 published 24 May 2002 (333 I.G. 821), and all variations thereof.
- (6) The changes made to the award pursuant to Section 19(6) of the *Industrial Relations Act 1996* and Principles for Review of Awards made by the Industrial Relations Commission of New South Wales shall take effect from 18 August 2004.

### **41. Attachment a: Undertakings**

1. Intentions
  - (a) The purpose of this Award is to regulate the rates of pay and conditions of employment of all employees at the Plant and Castlereagh covered by this award.

- (b) It is intended that the Award will provide a suitable basis and framework for the parties to implement appropriate arrangements to ensure that Corporate objectives are met.
- (c) The Award will help facilitate the processes necessary to enhance the productivity of the Plant and Castlereagh and provide a better return to the Corporation, the employees, and the community.
- (d) The parties agree to commence negotiation on a new Award prior to the end of the nominal term of this Award.

2. Quality:

The parties to the Award agree to a commitment that every endeavour will be made in order to maintain the Quality and Environmental Certification under the ISO 9002 and ISO 14001 together with the NATA Laboratory Certification.

3. Safety:

The parties remain committed to continuing with the occupational health and safety program and to maintaining the 5 Star Grading under the National Safety Council of Australia or an equivalent safety management system.

4. Training:

The parties understand that employee training is an integral part of providing a quality service to customers.

5. Guarantee of Service:

All employees of the Plant and Castlereagh agree to support the Corporation's Guarantee of Service and maintain excellent service to customers at all times.

#### **42. Attachment B: Work Practices**

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

A. Carried forward from the 1995 Agreement

Process Operators:

The following commitments are intended to complement tasks normally allocated to the daywork process operator, maintenance employees, laboratory employees, the Receivals Officer and supervisors during normal working hours.

The intention is to minimise interruptions to the process outside normal working hours.

- (1) Clean and calibrate process meters (pH and dissolved oxygen) after receiving appropriate training.
- (2) The use of small tools for minor maintenance work after hours for work such as cleaning line blockages and restrictions (whenever feasible).
- (3) Assist Maintenance Services Technicians called in after hours for Plant failures where such assistance will expedite the return of the Plant operations.
- (4) Sample and centrifuge test samples from thickeners and enter data to process control computer to maximise filter press efficiency (day work and process operator in normal hours, shift operators at other times).

- (5) Receive "emergency" loads of waste outside of normal receipt hours when a Waste Receipt Officer could not reasonably be expected to be in attendance.
- (6) Receive interstate loads of pickle liquor outside normal receipt hours when required to meet the transporters road freight logistics.
- (7) Accept deliveries of currently used process supplies outside of normal working hours.
- (8) Ensure automatic chemical dosing reservoirs are replaced / replenished (outside of normal working hours).
- (9) Collect samples as required (after hours) for the laboratory.
- (10) Manually dose additives to the process as required for trials.
- (11) Make out Safe Work Permits when the daywork Process Operator is unavailable to expedite the handover of equipment to maintenance employees.
- (12) Co-operate with the documentation requirements of Quality Certification (ISO9002, 14001 and 5 Star Safely) when these impact directly on normal duties.

#### Maintenance Employees

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

#### Laboratory and Engineering Employees

- (1) Laboratory employees and engineering employees as required, to assume agreed weighbridge officer's duties for the receipts of waste outside weighbridge officer's normal hours or as otherwise required.
- (2) Laboratory employees to modify work practices to conform with NATA requirements.

#### Castlereagh Employees

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

B. New Productivity Measures for the 1997 Award

General Reform Program:

In exchange for the pay rates expressed in this Award, the parties agree that productivity measures/or reform programs will be implemented and agree to the variations to existing work practices in accordance with Attachment C of the Award.

Process Operators

- (1) To operate the plant at an increased nominal maximum production rate [centrifuge + decant] of 20 cubic metres per hour [33% increase over previous level]
- (2) Acceptance and operation of the new 1500 cubic metre emergency waste storage tank [T102G] including transfers to/from operations tanks [T102A-F]
- (3) Acceptance of an additional 50,000 cubic metre per annum of present types of wastes [i.e. wastes to be centrifuged or decanted]
- (4) Acceptance and operation of the new biosludge dewatering centrifuge [S209] and consequent increased biosludge processing rates.
- (5) Operation of new HFHE sludge driers [E501E,F] and associated equipment.

Maintenance Employees:

Acceptance and maintenance of the following new equipment and associated ancillary equipment:

Emergency waste storage tank [T102G]

Sludge dewatering centrifuge [S209]

HFHE sludge driers [E501E,F]

Laboratory, Sales and Engineering Employees

- (1) Receptionist, telephone answering duties when main office is unattended [Engineering & Sales]
- (2) Expand NATA registration to include all routine and quantitative methods [Laboratory].
- (3) Additional data entry for liquid waste computer system, e.g. consent numbers [Clerks, Laboratory Attendants]

**43. Attachment C: Grading of Positions**

Position	Year	LWO Grading	
		GRADE	LEVEL
Laboratory Manager	1	9	3
	2		5
	3	10	1
	4		3
	5		5
	6	11	1
	7		2

Laboratory Chemist	1	2	5
	2	3	3
	3	4	2
	4	5	2
	5	5	5
	6	6	1
	7	6	2
	8	6	5
	9	7	3
	10	8	1
	11	8	3
	12	8	5
	13	9	1
	14	9	2
	15	9	4
Laboratory Technician	1	1	5
	2	2	1
	3	2	3
	4	2	4
	5	2	5
	6	3	3
	7	3	5
	8	4	2
	9	5	2
	10	5	3
	11	5	5
	12	6	1
	13	6	2
	14	6	3
Process Engineer	1	8	4
	2	9	1
	3	9	2
	4	9	4
	5	10	2
	6	10	4
	7	10	5
	8	11	1
	9	11	2
Mechanical Engineer Systems Engineer Electrical Engineer	1	6	3
	2	7	2
	3	7	4
	4	8	2
	5	8	4
	6	9	1
	7	9	2
	8	9	4
	9	10	1
	10	10	3

Technical Sales Officer	1	6	2
	2	6	5
	3	7	3
	4	8	2
	5	8	3
	6	8	5
	7	9	1
	8	9	2
	9	9	4
Clerical Officer	1	2	5
	2	3	2
	3	3	4
	4	4	1
	5	4	2
	6	4	3
Clerk/Laboratory Attendant	1	1	3
	2	1	5
	3	2	2
	4	2	4
	5	3	1
	6	3	3
	7	3	5
	8	4	1
	9	4	2
	10	4	3
LWP Supervisor	1	6	3
	2	6	5
	3	7	2
	4	7	3
	5	8	1
	6	8	3
	7	8	5
Maintenance Service Technician - Grade 1	1	1	5
	2	2	2
	3	2	3
	4	2	4
	5	3	1
Maintenance Service Technician - Grade 2	1	3	2
	2	3	4
	3	3	5
Maintenance Service Technician - Grade 3	1	4	3
	2	4	4
	3	4	5
	4	5	2
	5	5	4
	6	5	5
	7	5	6



Maintenance Service Technician - Special Grade	1	5	5
	2	6	1
	3	6	2
	4	6	4
Process Operator (Shift)	1	2	3
	2	2	4
	3	3	1
	4	3	2
	5	3	4
	6	3	5
	7	4	3
	8	4	4
Process Operator (Day work)	1	2	3
	2	2	4
	3	3	1
	4	3	2
	5	3	4
	6	4	1
	7	4	4
	8	4	5
Waste Receptions/Plant Attendant	1	1	1
	2	1	2
	3	1	4
	4	1	5
	5	2	2
	6	2	4
	7	3	1
Field Officer, Castlereagh	1	1	1
	2	1	2
	3	1	4
	4	2	1
	5	2	2
	6	2	4
	7	2	5
Clerical Officer, Castlereagh	1	1	1
	2	1	3
	3	1	5
	4	2	2
	5	2	4
	6	2	5

**44. Attachment D**

**Table 1 - Rates of Pay**

Liquid Waste Officer (LWO)		\$ per annum
LWO Grade 1	Level 1	37,607
	Level 2	38,381
	Level 3	38,946
	Level 4	39,760
	Level 5	40,437
LWO Grade 2	Level 1	41,057
	Level 2	41,788
	Level 3	42,590
	Level 4	43,323
	Level 5	44,056
LWO Grade 3	Level 1	44,477
	Level 2	45,338
	Level 3	45,774
	Level 4	46,620
	Level 5	47,042
LWO Grade 4	Level 1	47,845
	Level 2	48,282
	Level 3	49,155
	Level 4	50,014
	Level 5	50,747
LWO Grade 5	Level 1	51,057
	Level 2	51,801
	Level 3	53,311
	Level 4	54,507
	Level 5	55,322
	Level 6	57,677
LWO Grade 6	Level 1	58,664
	Level 2	61,408
	Level 3	62,113
	Level 4	62,677
	Level 5	63,226
LWO Grade 7	Level 1	63,875
	Level 2	64,436
	Level 3	65,113
	Level 4	66,409
	Level 5	67,069
LWO Grade 8	Level 1	67,775
	Level 2	68,324
	Level 3	70,506
	Level 4	71,943
	Level 5	72,719
LWO Grade 9	Level 1	74,226
	Level 2	76,973
	Level 3	77,818
	Level 4	79,295
	Level 5	80,072
LWO Grade 10	Level 1	81,647
	Level 2	83,239
	Level 3	84,832
	Level 4	85,661
	Level 5	87,353

LWO Grade 11	Level 1	90,410
	Level 2	93,485

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**Table 2 - Annualised Rates of Pay**

Continuous Shift Workers		\$ per annum
LWO Grade 2	Level 3	65,007
	Level 4	66,126
LWO Grade 3	Level 1	67,890
	Level 2	69,200
	Level 4	71,154
	Level 5	71,800
LWO Grade 4	Level 3	75,024
	Level 4	76,335

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