

REGISTER OF
ENTERPRISE AGREEMENTS

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Enterprise Agreement
Industrial Registrar

ENTERPRISE AGREEMENT NO: EA98/44

TITLE: Waste Service Senior Staff Members Enterprise Agreement

I.R.C. NO: 97/7243

DATE APPROVED/COMMENCEMENT: Approved 31 December 1997 and commenced 20 December 1997

TERM:

NEW AGREEMENT OR
VARIATION: New. Replaces EA 177/96

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 15

COVERAGE/DESCRIPTION OF

EMPLOYEES: All Senior Staff Members employed as Level 1 - Specialist, Level 2 - Manager, Level 3 - Director, at all workplaces of Waste Service NSW

PARTIES: Waste Service NSW -&- Derek John Bardwell, Bruce Charles Clark, Paul Gregory Dirago, Mark Alan Lyell, Kim McCallum, Angus Paton, Carolyn Joy Pettigrew, John Pym, Anand Thakur, Bert Van Den Broek, David Williams, Constantin N Zissermann, John Saul and John B Cook.



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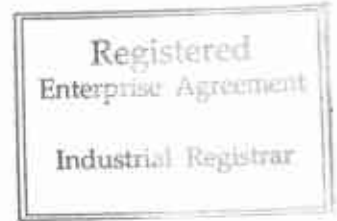
PROCESSING SERVICE OF NSW

Senior Staff Members

ENTERPRISE AGREEMENT

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Appendix 1 Salary and Benefit Packaging Options

2. Definition

"Managing Director" means the Managing Director of the Waste Recycling and Processing Service of NSW hereafter referred to as Waste Service.

"Senior Staff" means and includes all officers employed from time to time by Waste Service under the Waste Recycling and Processing Service Act 1970 who:

- * occupy a position which has been evaluated using the points factor job evaluation system at 550 or more under the Hay points scale or equivalent; and
- * occupy a position which for the purpose of this Agreement is designated as managerial by the Managing Director of Waste Service; or
- * fulfill a high level "specialist" role and are accepted by Waste Service as an authority in their field.

"Director" means a person occupying a position entitled Director responsible to the Managing Director, is accepted by Waste Service as an authority in his/her field, is head of a section, branch or business line of the Service and which position has been assessed at 801 or more by independent assessment under the Hay points scale or equivalent.

"Manager" means a person occupying a position entitled Manager responsible to the Managing Director, is head of a section, branch or business line of the Service and which position has been assessed at 651 or more by independent assessment under the Hay points scale or equivalent.

"Specialist" means a person fulfilling a high level specialist role, is accepted by Waste Service as an authority in his/her field, and whose position has been assessed at 551 or more by independent assessment under the Hay points scale or equivalent.

3. Parties to the Agreement

This Enterprise Agreement, made pursuant to the provisions of section 36 of the Industrial Relations Act 1996, was entered into between:

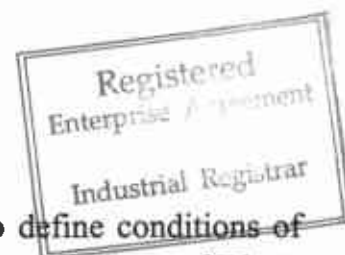
- * The Managing Director of Waste Service and
- * The Senior Staff of Waste Service

4. Title of the Agreement

This Agreement will be known as the Waste Service Senior Staff Members Enterprise Agreement.

5. Intention

The purpose of this Agreement is to regulate the salaries and to define conditions of employment not elsewhere specified of Senior Staff employed in all workplaces of Waste Service



6. Incidence

- (i) This Enterprise Agreement rescinds and replaces the Waste Recycling and Processing Service NSW Senior Staff Members Enterprise Agreement made 20 June 1996.
- (ii) This Agreement does not affect the terms and conditions of employment of Senior Staff regulated by the following industrial instruments:
 - * Crown Employees (Transferred officers Compensation) Award 1989
 - * Agreement No. 2354 of 1981, Transferred Officers Excess Rent Assistance

7. Area and Duration

- (i) This Agreement shall apply to all Senior Staff as outlined in Clause 12 (Position Levels) hereof.
- (ii) It shall take effect on and from the 20 December 1997 and shall remain in force thereafter for a period of two (2) years.

8. Appointment

To qualify for recognition as Senior Staff a person shall fulfill the following requirements:

- (i) Hold professional qualifications relevant to the position at degree level or equivalent and/or
- (ii) Be a member of a nationally recognised professional body relevant to the professional discipline.

9. Primary Responsibility of Managers



The basic expectations of Senior Staff by Waste Service are -

- (i) They must at all times act in the best interests of Waste Service, display professional competence, exercise integrity in accordance with the Code of Conduct and provide guidance and leadership to all staff under their control.
- (ii) Pursue diligently the objectives of Waste Service in order to achieve its Mission which is "to lead NSW in providing integrated waste management solutions".
- (iii) Prepare and present technical papers to learned organisations or professional seminars as required.
- (iv) Keep abreast of technical developments, particularly in waste management, through professional journals, publications, articles and other literature and attendance at relevant conferences and seminars.
- (v) Represent the Managing Director on consultative and other committees, professional associations and working groups as required.
- (vi) Attend meetings and deputations outside of normal working hours as reasonably required.
- (vii) Be at call to meet emergency situations, and/or to meet the needs of the position, the Managing Director, the Board or the responsible Minister.
- (viii) At all times represent Waste Service and the Managing Director with professionalism and dignity as befits a senior executive of Waste Service.
- (iv) Promote, support and implement Waste Service's Guarantee of Service and maintain excellent service to customers at all times.
- (x) Promote a culture within Waste Service wherein they, and staff under their control, are empowered and motivated to share responsibility for applying the Waste Service Management System, the primary elements of which are safety, environmental protection, quality and continuous improvement, to all aspects of their work.

A handwritten signature in black ink, appearing to be a stylized 'M' or 'A' with a flourish.

10. All Incidence of Employment Salaries

- (i) Rates of pay to be paid to Senior Staff will be determined in relation to those contained in this clause and clause 22 (Salary and Benefit Packaging) of this Agreement.
- (ii) The rates of pay prescribed by this Agreement are compensation for abnormal hours of work, work on weekends and Public Holidays, annual leave loading (calculated at 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year), overtime (except as provided for in clause 15 of this Agreement) and are also in lieu of the following allowances:

First Aid allowance
On-call allowances
Skill shortage allowances



- (iii) Senior Staff will be paid either:
 - (a) within the following salary scales or
 - (b) during the currency of a Salary and Benefit Packaging Agreement made between the Senior Staff and Waste Service pursuant to clause 22 the Senior Staff member's salary shall be as provided for in that clause.

(i)	<u>Grade</u>	<u>Salary Scale</u>			<u>Effective Date</u>
		<u>Yr. 1</u>	<u>Yr. 2</u>	<u>Yr. 3</u>	
	Level 1 - Specialist	\$73,483	\$74,577	\$75,672	20 December 1997
	Level 2 - Manager	\$77,931	\$80,952	\$83,972	
	Level 3 - Director	\$85,394	\$88,404	\$91,414	

(ii)	<u>Grade</u>	<u>Salary Scale</u>			<u>Effective Date</u>
		<u>Yr.1</u>	<u>Yr.2</u>	<u>Yr.3</u>	
	Level 1 - Specialist	\$74,953	\$76,069	\$77,185	First pay period to commence on or after 1 January 1998
	Level 2 - Manager	\$79,490	\$82,571	\$85,651	
	Level 3 - Director	\$87,102	\$90,172	\$93,242	

(iii) <u>Grade</u>	<u>Salary Scale</u>			<u>Effective Date</u>
	<u>Yr.1</u>	<u>Yr.2</u>	<u>Yr.3</u>	
Level 1 - Specialist	\$77,202	\$78,351	\$79,501	First Pay period to commence on or after 1 July 1998
Level 2 - Manager	\$81,875	\$85,048	\$88,221	
Level 3 - Director	\$89,715	\$92,877	\$96,039	



(iv) <u>Grade</u>	<u>Salary Scale</u>			<u>Effective Date</u>
	<u>Yr.1</u>	<u>Yr.2</u>	<u>Yr.3</u>	
Level 1 - Specialist	\$79,518	\$80,702	\$81,886	First pay period to commence on or after 1 January 1999
Level 2 - Manager	\$84,331	\$87,599	\$90,868	
Level 3 - Director	\$92,406	\$95,663	\$98,920	

- (v) Should there be a variation to the Crown Employees (Public Sector Salaries June 1997) Award, or an Award replacing it, during the term of this Agreement, by way of salary increase, or other benefit to the public service, this Agreement shall be varied to give effect to any such salary increase, or other benefit, from the operative date of the variation of the former Award, or replacement Award.

For the purpose of this Agreement the Managing Director may appoint a member of Senior Staff to any salary which falls within the salary scale for that Senior Staff member's position based on demonstrated performance provided that on transition regard will be had to existing salary levels. Progression will be available on an annual basis subject to meeting requirements provided that the Managing Director at his absolute discretion may grant accelerated progression if he considers such to be warranted.

11. Performance Payment

- (i) In addition to the salaries outlined in Clause 10, additional amounts based on performance may be paid by way of allowance:-

(a) **Individual Achievements**

An additional sum of up to \$4,000 p.a. may be determined by the Managing Director based on his assessment of the officer's achievements related to the officer's performance agreement with the Managing Director or supervisor.

In making his determination the Managing Director may have regard to the following criteria:

- Satisfactory performance (achieved majority of goals in performance agreement and sound reasons for not achieving all) - eligible for up to 50% of the maximum amount.
 - Good performance (achieved all goals in performance agreement or mitigating circumstances for not achieving all) - eligible for up to 75% of the maximum amount.
 - Excellent performance (achievements exceeded expectations of performance agreement) - eligible for up to 100% of the maximum amount.
- (b) An additional payment to officers covered by this Agreement of up to \$4,000 p.a. may be determined by the Managing Director at his discretion based on achievement of corporate objectives as reflected in the Statement of Financial Performance i.e. net operating profit before tax; return on average net assets.

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Where appropriate the performance payment will be determined at the commencement of this Enterprise Agreement and reviewed annually.

Any performance payment determined by the Managing Director will be in respect of achievements during the year under review and be effective from the beginning of the next year.

12. Position Levels

The levels of the respective Senior Staff positions are as follows.

Level 3

Director, Liquid Waste Operations
Director Planning and New Business Development
Director Remediation Projects

Level 2

Manager, Corporate Services
Manager Environmental Services
Manager Marketing
Manager Technical Services

Level 1

Head Customer Advisory Services
Head Information Technology Services
Manager, Materials Recycling Facilities
Principal Engineer
Principal Chemical Engineer
Principal, Strategic Planning



The levels of the various positions may be varied by the Managing Director from time to time to take into account any changes in the levels of responsibility pertaining to the position and having regard to the Definitions of positions and levels and to the following Hay points scale :-

Grade	Hay Points
Level 1 - Specialist	551 - 650
Level 2 - Manager	651 - 800
Level 3 - Director	801 +

13. Performance Agreements and Progression

- (i) At the effective date of this agreement members of Senior Staff shall have in place Performance Agreements prepared in conjunction with and signed by the Managing Director or in the case of Specialists prepared in conjunction with the relevant supervisor and approved by the Managing Director. Such Performance Agreements shall outline the key accountabilities of the position, projects to be undertaken, targets and performance measures.
- (ii) Performance, as set down in Performance Agreements, will be reviewed on a monthly basis and the Performance Agreements may be updated on a quarterly basis as the need arises.
- (iii) Performance Agreements may be used as a guide to justify incremental progression and shall be used by the Managing Director in his determination of the quantum of performance payments as per clause 11.
- (iv) Where a member of Senior Staff has made a Salary and Benefit Packaging Agreement with the Service pursuant to clause 22 of this Agreement, any adjustments to salary will be subject to compliance with the provisions of that clause.

14. Hours

- (i) The ordinary hours of work are 38 hours per week averaged over 52 weeks. Ordinary hours may be worked at any time from Monday to Sunday inclusive.
- (ii) The total work hours (ordinary hours plus excess hours) are as required to perform the work subject to:
 - * normal working hours being 38 hours per week;
 - * usually not more than 10 hours being worked in one day;
 - * hours usually being worked from Monday to Friday;
 - * five working days comprising the normal working week; and
 - * direction not being given to work for more than 10 consecutive days after which 4 days off may be taken before returning to work.

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15. Overtime

- (i) A Senior Staff member is not entitled to any payment for overtime.
- (ii) A Senior Staff member who works for extended hours to complete pressing projects or on special projects at the request of his/her supervisor may take time off in lieu at a time mutually agreed upon with the supervisor. Alternatively a Senior Staff member may accumulate up to 5 days time in lieu in any year which may be taken as additional family and community service leave or added to annual leave.
- (iii) These provisions are subject to administrative guidelines which may be issued by the Managing Director.

16. Working From Home

- (i) With the approval of his/her supervisor, a Senior Staff member may work from home.
- (ii) Working from home may be used where a project or report requires urgent completion and this would be assisted by working from home, or the nature of the work suits working from home and for week-end and night emergency incident management. Working from home may also be used in cases where a family member is sick and the work involved can be so accommodated.
- (iii) When working from home a Senior Staff member must at all times be contactable by phone should the need arise.
- (iv) The parties agree to amend this provision, if necessary, to ensure that it is consistent with any future work from home policy that may be developed by Waste Service.

17. Training and Development

- (i) Both parties are committed to the training and professional development of Senior Staff members.
- (ii) Senior Staff members shall at Waste Service expense undertake a minimum of five days professional development each year with approved training or development organisations or as may be required by their professional organisation.

18. Sick Leave

Sick leave entitlements provided for in this Agreement will be those prescribed in Sections 84 to 92 of the Public Sector Management (General) Regulation, 1996 and in the Crown Employees (Public Service Conditions of Employment 1997) Award or any variations or replacements.



19. Other Leave

Leave entitlements provided for in this Agreement will be the same as those prescribed in Sections 55 to 83 and 93 to 96 of the Public Sector Management (General) Regulation, 1996 and in the Crown Employees (Public Service Conditions of Employment 1997) Award or any variations or replacements.

20. Study Time

Study time will be granted to a Senior Staff member at the discretion of the Managing Director.

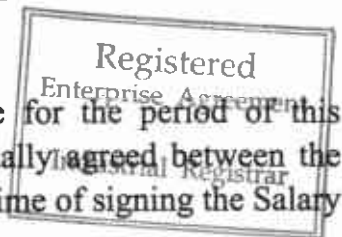
21. Concessional Leave

Senior Staff members agree not to partake of the concessional leave granted to Waste Service employees from time to time by the Premier, such as the half day at Christmas and Easter.

22. Salary and Benefit Packaging

- (i) Salary and benefit packaging arrangements are available to Senior Staff members.
- (ii) By mutual agreement with Waste Service, a Senior Staff member may from time to time, elect to receive:
 - (a) a benefit or benefits selected from those contained in Appendix 1 as may be varied in accordance with sub-clause (v) from time-to-time; and

- (b) a salary equal to the difference between the salary prescribed in respect of the Senior Staff member by clause 10 of this Agreement, and the amount specified by Waste Service from time to time for the benefit(s) provided to or in respect of the Senior Staff member in accordance with such agreement.
- (iii) Such an agreement will be recorded in writing and will be known as a Salary and Benefit Packaging Agreement. The Agreement will provide for the way in which leave on less than full pay; leave without pay; the effect of promotion or demotion; termination of the Agreement and such other matters as parties to the Agreement consider necessary are to be dealt with.
- (iv) A Salary and Benefit Packaging Agreement shall be for the period of this Enterprise Agreement, unless a shorter period is mutually agreed between the Senior Staff member and the Managing Director at the time of signing the Salary and Benefit Packaging Agreement.
- (v) Waste Service may vary the range and type of benefits available under Appendix 1 from time to time at its absolute discretion. Such variations shall apply to any existing or future Salary and Benefit Packaging Agreement. However should a benefit be withdrawn three (3) months notice shall be given of such withdrawal.
- (vi) Waste Service will determine from time to time the value of the benefits provided in Appendix 1. Any variation in the value of a benefit to any existing or future Salary and Benefit Packaging Agreement will come into effect not less than 1 month after written notification of such variation. In this circumstance, the Senior Staff member may elect to terminate the Salary and Benefit Packaging Agreement immediately.
- (vii) Any allowance or other payment other than leave payments, to which a Senior Staff member is entitled under this Agreement or any applicable award or statute which is expressed to be determined by reference to a Senior Staff member's salary, will be calculated by reference to the salary which would have applied to the Senior Staff member under clause 10 hereof, in the absence of the Salary and Benefit Packaging Agreement made under this clause.



23. Consultation

- (i) The parties agree to continued consultation to ensure that the implementation of this Agreement realises continuous improvements in safety, service delivery, productivity, efficiency and effectiveness and job satisfaction.
- (ii) This Agreement will be monitored by the Senior Staff members' and management representatives. The parties will meet as necessary to resolve any difficulties which may arise with the implementation or operation of this Agreement and to discuss possible future improvements.

24. Grievance and Disputes Procedure

- (i) When any grievance or dispute arises at the workplace the employee(s) concerned will take the matter up with their immediate supervisor. The supervisor is to be given the opportunity to investigate the matter and provide a response to the dispute or grievance. The supervisor will advise the employee(s) concerned of the time by which an answer will be provided. Where the supervisor is the Managing Director he may nominate another person as his delegate to investigate the matter.
- (ii) If the grievance or dispute is not resolved between the employee(s) and their immediate supervisor or the delegate of the Managing Director, or where the matter is of such a nature that direct discussion between the employee(s) and their supervisor or such delegate would not be appropriate, the employee(s) shall have access to the Managing Director to resolve the dispute.
- (iii) If the grievance or dispute remains unresolved the parties agree that it may be referred to an appropriate independent arbitrator or mediator, or to the Industrial Relations Commission of NSW.
- (iv) Nothing contained in these procedures will preclude the parties from entering into direct negotiations on any matter.
- (v) Whilst these procedures or negotiations are continuing no stoppage of work or any other form of limitation of work shall be applied.
- (vi) The parties reserve the right to vary this procedure where it is considered that a safety factor is involved.

25. Declaration

25.1 The parties to this Agreement declare that the Enterprise Agreement:

- (i) was not entered into under duress;
- (ii) complies with the Anti-Discrimination Act 1997.



THIS AGREEMENT IS MADE AT SYDNEY ON THE 16th DAY OF DECEMBER 1997

Signed for and on behalf of the Waste Recycling and Processing Service of New South Wales by the Managing Director in the presence of:

[Signature]
.....
John B Cook, Managing Director

Signed by the individual employees covered by the Enterprise Agreement in the presence of:

[Signature]
.....
[Signature]
.....

[Signature]
.....
John Pym

[Signature]
.....
Bert van den Broek

[Signature]
.....
Derek John Bardwell

[Signature]
.....
Carolyn Joy Pettigrew

[Signature]
.....
Anand Thakur



In the presence of: *[Signature]*

[Signature]
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David Williams

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Paul Gregory Joseph Dirago

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Bruce Charles Clark

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Mark Alan Lyell

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Angus Paton

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Constantin N Zissermann

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Kim McCallum

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John Saul

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Salary and Benefit Packaging Options

1 Motor Vehicles

Private use of a Waste Service motor vehicle selected by the member of Senior Staff from the vehicles in Government contract provided that such vehicle is suitable for the needs of Waste Service as required of such member. However, 100% private usage will not be available except for periods of approved leave. Contribution for private use of motor vehicles will be determined in accordance with the policy approved from time to time by the Board of Waste Service and will come into effect not less than 1 month after written notification.

However during the currency of this agreement the pre-tax contribution for private use of a motor vehicle shall not exceed 7.5% of the maximum gross salary (not including performance payment) for Level 1 Specialist in respect of a Falcon Futura or equivalently priced vehicle and such contribution shall increase or decrease in proportion to the value of the vehicle selected.

2 Payment of Contributions to Professional Associations

Members of Senior Staff may elect to have deducted from gross salary and paid direct by the Service, contributions to professional associations or bodies nominated by such member in order to fulfil the requirements of Clause 8 (Appointment) of this agreement.