

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/305

TITLE: Waverley Council Resource Recovery Enterprise Agreement

I.R.C. NO: IRC4/5769

DATE APPROVED/COMMENCEMENT: 12 August 2005/12 August 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA00/96, EA99/82.

GAZETTAL REFERENCE: 16 December 2005

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees of Waverley Council engaged in Resource Recovery and Waste Collection functions in the Resource (Waste) Section, who are employed as Drivers, Loaders and Team Leaders.

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

WAVERLEY COUNCIL RESOURCE RECOVERY ENTERPRISE AGREEMENT

1. Title

This Document shall be known as the Waverley Council Resource Recovery Enterprise Agreement.

2. Definitions and Interpretation

2.1 Definitions

'Award' means the Local Government (State) Award 2004 or any replacement.

'Bin Collection Task' will be set so that the average daily task is consistent with the Weekly Average Garbage and Recycling which in turn is consistent with the DARGR. This includes transporting the waste to the relevant facility but does not include the final journey to that facility for each truck if there is more than one such journey. Under this Agreement all material presented at the kerb will be collected as part of the collection task.

'Bin Delivery Staff' means the staff allocated to perform Bin Delivery duties on any particular day.

'Bin Delivery' means the delivery, repair and collection of Items as directed.

'Breakdown' means an unforeseen event, which, after the Task has been allocated, leaves a Truck unavailable for the completion of the Task.

'Commercial Collection Task' means the collection of containerised and non-containerised wastes from Commercial and other customers of the Council and the collection of Illegal Dumps as detailed in the daily task allocation.

'Conditions Agreement' means the Waverley Council Conditions Enterprise Agreement 2005 or any replacement.

'Council' means Waverley Council.

'DARGR' means the Daily Average Recovered Garbage and Recycling to be collected and is, for the life of this Agreement:

- (i) where working with a 19m³ truck: the emptying of 800 Items per vehicle per day;
- (ii) where working with a truck smaller than 19m³: the emptying of 550 Items per vehicle per day.

Examples of how the DARGR may be applied to Waverley Council can be found on the maps attached to the Resource Recovery Operations and Environmental Management Procedures

'Depot' means the Council's Depot used for the storing of the Council's waste collection vehicles, currently at 97-115 Portman Street, Waterloo, NSW 2017 or any such replacement location.

'Employee' means employees of Council paid through Council's salary system who are engaged in Resource Recovery and Waste Collection functions in the Resource Recovery (Waste) Section. These employees include the Drivers, Loaders and Team Leaders engaged for the Tasks within this Agreement and may be full time and part time, permanent, temporary and casual. Conditions for part-time and casual employees are limited to hours rostered to work. Employee does not include:

Resource Recovery Manager

Resource Recovery Supervisors

Waste Education and Audit Officers

staff employed through labour hire firms or contractors

any other Council employees who may be involved in resource recovery or waste collection functions in all other sections of Council.

'Green Waste Collection Task' means the collection of green waste and garden waste. This task includes that all properties in Waverley Council are provided with a collection service at least once in any two-week period.

'Illegal Dumps' mean any identified amount of waste in a public place that is not scheduled for collection but is required to be removed from that place and taken for disposal.

'Items' means blue bags and bins of the following litre capacity: 55, 120, 140, 240, 660. For the purpose of this Agreement 660-litre bins shall rate as the equivalent of 2.75 items.

'Loose Collection Staff' means the Employees allocated to perform the Loose Collection Task on any particular day.

'Loose Collection Task' means collection of non-containerised waste in an area defined by the Supervisor, and includes collection of:

- metals
- clean up
- paid pick ups
- white goods

'Nominated Collection Score' means the number of Items to be collected from a street within the Waverley LGA as detailed in the Resource Recovery Operations and Environmental Management Procedures.

'Nominated Collection Timeframe' means the time taken to complete the collection of Items as detailed in the Resource Recovery Operations and Environmental Management Procedures.

'Relay Staff' means the Employees allocated to Relay duties on any particular day.

'Relay' means the work undertaken to ensure trucks are made ready for the next day's work, and includes, but is not limited to, disposing of the final load of each collection task, cleaning the inside of the compactors, washing the outside of the trucks and refuelling each truck as necessary.

'Resource Recovery' means the team within the Council that collects and deals with waste from residents and the commercial customers of the Council.

'Resource Recovery Operations and Environmental Management Procedures' means the Council's documentation, as modified from time to time, describing how the duties of the Council and Employees will be discharged, and includes performance indicators such as safety standards.

'Task' means the task(s) to be completed in a working day being either the Bin Collection Task or Loose Collection Task or Commercial Collection Task or Green Waste Collection Task or a combination of those Tasks in a manner that is compliant with the Resource Recovery Operations and Environmental Management Procedures. The scope of the Task is determined by Council and will be assigned as necessary on a daily basis to ensure the total work required of Employees is distributed as evenly as possible. The Task includes Training.

'Task System' means a system of work whereby an Employee is allocated Task(s) to be completed in a working day and, on completion by the Employee of that Task(s) in a manner compliant with the Resource Recovery Operations and Environmental Management Procedures, the Employee is entitled,

without reduction in pay, to finish work prior to completion of his or her standard hours. The Task System does not apply to Bin Delivery Staff or Relay Staff.

'Training' means any training Employees are required to attend. This will be up to 25 hours during the first year of employment, and up to 15 hours for each subsequent year of employment.

'Waste Collection' means Council's system of gathering, transporting and delivering waste materials from diffuse sources to waste management facilities.

'Waste Policy' means Waverley Council Waste Avoidance and Resource Recovery Policy and Action Plan 2004-2009 or any replacement.

'Waste Stream' means the type of waste being collected and managed.

'Weekly Average Garbage and Recycling' means the average number of Items to be collected in one week and is for the life of this Agreement:

- (i) where working with a 19m³ truck: the emptying of 4000 Items per vehicle per week;
- (ii) where working with a truck smaller than 19m³: the emptying of 2750 Items per vehicle per week.

The Weekly Average Garbage and Recycling is consistent with the DARGR and will be measured by Council across any consecutive four-week period.

2.2 Interpretation

Terms used in this document relating to resource recovery and waste collection are to be interpreted consistently with the NSW Waste Avoidance and Resource Recovery Strategy 2003.

3. Duration, Purpose and Application

3.1 Duration

This Enterprise Agreement shall operate from 12 August 2005 and will remain in force for 3 years.

3.2 No extra claims

No extra claims will be made during the life of the agreement in respect of the subject matter of this agreement including, but not limited to, systems of work, hours and productivity payments.

3.3 No precedent

Terms and conditions provided in this agreement will not establish any precedent for any future agreements negotiated in any other areas of Council.

3.4 Anti-Discrimination

Award Clause 3 - Anti-Discrimination will apply to this Agreement.

3.5 Purpose

The purpose of this Agreement is to provide the basis for determining working arrangements and conditions over the life of this Agreement and in particular during the transition phase and final implementation of the Waste Avoidance and Resource Recovery Policy and Plan.

3.6 Application

This Agreement shall apply to Council in respect of all Employees.

4. Relationship to Award, Agreements and Policies

4.1 Relationship to Award

This Agreement shall be read in conjunction with the Award.

This Agreement shall not affect the payment of Award-based increases and there shall be no absorption of such increases for the purposes of this agreement.

In the event of any inconsistency between the Award or any local agreement made under the Award and this agreement, this agreement shall prevail to the extent of the inconsistency.

4.2 Relationship to Enterprise Agreements

This agreement shall be read in conjunction with the Conditions Agreement.

This agreement supersedes and entirely replaces all other Enterprise Agreements and local agreements (both formal and informal) that might otherwise apply, including but not limited to the Garbage and Recycling Employees Enterprise Agreement and the Waste Service Supervisors Agreement. Those agreements are terminated by consent of the parties under section 44(2) of the *Industrial Relations Act 1996* (NSW).

4.3 Relationship to Policies

Council policies do not form part of this agreement.

However, Council policies shall continue to operate, as amended from time to time. Council policies shall not be inconsistent with this agreement.

To the extent of any inconsistency between this agreement and any Council policies, this agreement shall prevail.

5. Principles

The parties to this Agreement are committed to the objectives of the Waverley Council Waste Avoidance and Resource Recovery Policy and Action Plan 2004-2009.

The Waste Avoidance and Resource Recovery Policy and Plan was developed to fit with the State Government "Waste Avoidance and Resource Recovery Strategy 2003" and Council's stated values of integrity, openness, equity, service, accountability and co-operation. Principles include:

Avoiding and preventing waste

Increasing resource recovery and use of secondary resources

Reducing toxic substances in products and materials

Reducing litter and illegal dumping

Recognising the differing waste avoidance and resource recovery needs and challenges in different areas of Waverley and of ratepayers, residents, visitors, workers, businesses, and other organisations

Implementing sustainable continuous improvement in waste avoidance and resource recovery activities specifically: improving customer service, safety, quality, environmental protection, corruption prevention and productivity through the introduction of more flexible work practices and procedures.

6. Mix of Duties

All Employees are required to be multi-skilled and able to perform all Waste Collection and Resource Recovery functions appropriate to their job classification. Employees will perform the mix of functions as directed and to the best of their ability in accordance with Resource Recovery Operations and Environmental Management Procedures.

7. Spread of Hours

The spread of hours for all Employees will be 5am to 5pm, Monday to Friday inclusive.

8. Standard Hours and Start Times and Starting Place

8.1 Bin Delivery Staff and Relay Staff

8.1.1 The standard hours for Bin Delivery Staff and Relay Staff will be 7.6 hours per day.

8.1.2 Bin Delivery Staff and Relay Staff can be started at any time that enables the standard hours to be completed within the spread of hours.

8.1.3 The usual starting time for Bin Delivery Staff will be 5:00am, and the usual starting time for Relay Staff will be 8.30am.

8.1.4 Notwithstanding clause 8.1.3 but subject to clause 7, Council can, for completion of specific projects and with one (1) week's notice require Bin Delivery Staff and Relay Staff to start at a different time in accordance with clause 8.1.1.

8.1.5 Bin Delivery Staff will work on Public Holidays only when necessary, as determined by the Supervisor.

8.2 All other Employees

8.2.1 The Task System applies to all Employees except Bin Delivery Staff and Relay Staff.

8.2.2 The standard hours for Employees on the Task System will be 7.6 hours per day

8.2.3 The usual starting time for Loaders, Drivers and Team Leaders will be 5:00am. Vehicles shall not depart the Council's current Depot prior to 5.30am daily.

8.3 Provisions applying to all Employees

8.3.1 All leave and time-in-lieu for Employees will be debited at the rate of 7.6 hours per day (pro rata for part-time employees).

8.3.2 No flexible working hours or rostered days off are available for Employees covered by this agreement

8.3.3 All Employees will start and finish each day's work at the Council's Depot.

9. Overtime and Time in Lieu of Overtime

9.1 Employees may be required to work reasonable overtime including on weekends and public holidays.

9.2 Employees engaged other than under the Task System will be eligible for overtime for any hours worked in excess of 7.6 hours per day, or outside the spread of hours.

- 9.3 Subject to clauses 9.5 and 9.6, Employees engaged entirely on the Commercial Collection Task, the Green Waste Collection Task or the Loose Collection Task on any particular day will be eligible for overtime for:
- 9.3.1 any collection duties performed after two full loads of waste have been collected, as determined by the Resource Recovery Supervisor; or
 - 9.3.2 any hours worked in excess of 7.6 hours per day, or outside the spread of hours.
- 9.4 Subject to clauses 9.5 and 9.6, Employees working under the Task system, other than those engaged entirely on the Commercial Collection Task, the Green Waste Collection Task or the Loose Collection Task on any particular day, will be eligible for overtime for any hours worked in excess of 7.6 hours per day, or outside the spread of hours.
- 9.5 Overtime will not be paid in respect of:
- 9.5.1 any additional non-collection duties, such as attendance for vaccinations, or Training undertaken by any Employee, even after the completion of the Employee's allocated Task for the day, except to the extent that those duties, or attendance at the Training, requires the Employee to exceed 7.6 hours per day; or
 - 9.5.2 any hours worked beyond 7.6 hours per day in order to complete the allocated Task for the day, unless the additional time can be reasonably justified in the circumstances, eg, diversion of collection vehicles beyond a 20 km radius of the Council's Depot, currently at 97-115 Portman Street, Waterloo, NSW 2017; or
 - 9.5.3 Employees awaiting attention with a truck subject to Breakdown, except to the extent that the Employee is required to perform duties in excess of 7.6 hours on that day.
- 9.6 In the event that an Employee engaged on the Bin Collection Task is required to perform additional collection duties other than for Breakdown purposes, beyond the Weekly Average Garbage and Recycling, the Employee will be paid overtime based on the Nominated Collection Timeframe required for the additional collection duties as detailed in the Resource Recovery Operational and Environmental Procedures.
- 9.7 Other than as set out in clause 9.6, where overtime does apply, it will accrue on the basis of actual overtime hours worked.
- 9.8 Any additional hours worked as overtime must be approved in advance by the appropriately delegated supervisor or manager.
- 9.9 An Employee may elect to take time off in lieu of overtime.
- 9.10 Time taken in lieu of overtime will be taken on the basis of one hour in lieu for every hour of overtime.
- 9.11 Any time in lieu to be taken must be approved in advance by the appropriately delegated supervisor or manager.
- 9.12 The maximum amount of time that can be accumulated as time in lieu of overtime is 38 hours.

10. Attendance Records

Staff shall complete attendance records to comply with the Industrial Relations Act 1996 (NSW) and Regulations regarding recording of working hours.

11. Rates of Pay

11.1 Base Pay

11.1.1 Base pay for Employees will be as defined in Council's Pay Policy.

11.1.2 An Employee's base pay will be increased by 6% for productivity improvements associated with activities included in the Task(s) (Base Pay Increase).

11.2 Arrangements for Base Pay Increase

11.2.1 The Base Pay Increase shall be payable to those Employees engaged in the Collection Task, Loose Collection Task, Commercial Collection Task or Green Waste Collection Task.

11.2.2 The Base Pay Increase will only be taken account of for the purposes of superannuation and payments made while an employee is absent on paid leave such as annual or long service leave as required by the *Annual Holidays Act 1944* (NSW) and the *Long Service Leave Act 1955* (NSW) and paid leave available under the Conditions Agreement (2005) or Award (such as paid sick leave, jury leave or bereavement leave). For the avoidance of doubt, the Base Pay Increase will not be factored into:

- (a) any accrued sick leave an Employee is entitled to pursuant to the Conditions Agreement (2005); and
- (b) any gratuity payment entitled to be paid on termination of employment under the Conditions Agreement (2005).

Service Margin due under the Conditions Agreement (2005) will not be applied to the Base Pay Increase.

12. Declaration

The parties declare that this Agreement has been genuinely arrived at by negotiation and without compulsion.

SIGNED on behalf of Waverley Council in the presence of

General Manager

Witness

SIGNED on behalf of the United Services Union in the presence of

Secretary

Witness