

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/102

**TITLE: Leichhardt Council Waste Collection Enterprise Agreement
2006-2009**

I.R.C. NO: IRC6/581

DATE APPROVED/COMMENCEMENT: 23 February 2006 / 3 April 2006

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/177.

GAZETTAL REFERENCE: 17 March 2006

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Leichhardt Municipal Council located at 7 Wetherill Street, Leichhardt NSW 2040, who are engaged in the daily operation and collection of waste of the Leichhardt Council's Waste Services Section, who fall within the coverage of the Local Government (State) Award 2004.

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

Waste Collection Enterprise Agreement 2006-2009

LEICHHARDT COUNCIL

1. Title and Intention of the Parties

This Council Agreement shall be known as the Leichhardt Council Waste Collection Enterprise Agreement and shall provide the basis for determining the salaries and conditions of staff employed in the daily operation and collection of waste.

2. The Parties

The Parties to the Agreement are Leichhardt Council (herein after referred to as the Council) and the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (herein after referred to as the U.S.U.)

3. Incidence and Duration

This agreement shall apply to all employees of Leichhardt Councils Waste Services Section who undertake the daily operation and collection of waste.

Team Member Labourer

Team Member Driver

Night Shift Labourer

Weekend Tip Supervisor/Team Member

Night Shift Team Leader

Loader Operator

Trade Waste Leading Hand

Waste Inspectors

The Agreement shall come into operation from the first full pay period to commence on or after 3rd April 2006 and shall remain in force until 3rd April 2009 or until such time as this agreement is rescinded or there is a further Enterprise Agreement.

4. Definitions

Award: Shall mean the Local Government (State) Award, 2004, and any Award which succeeds that Award, which provides salaries and conditions for the employees of the Council.

Darg: The number of bins collected on one run by 1 collection crew each day. Darg is approx 1160 bins per run or the best industry standard whichever is the greater.

These numbers do not include tagged bins which are paid for through the tag system separately. See clause 11.

5. Provisions of the Agreement

This Agreement shall replace the conditions of the previous Garbage Enterprise Agreement and operate to provide the additional conditions of employment detailed below. Conditions of employment shall be read and interpreted in conjunction with the Local Government State Award and any Council wide agreement.

In the event of any inconsistency between the Award/Agreement and this agreement, this agreement shall prevail to the extent of the inconsistency.

6. Objectives of the Agreement

The Workplace is to provide a quality waste collection and disposal service. This will be provided through a professional team working in their primary employment and achieved through the following objectives:

6.1 Facilitate and improve

- co-operative teamwork between management and employees
- communications and customer service with all users;

6.2 Ensure an efficient and effective high quality waste management service through the creation of a safety conscious, can do, flexible work environment that can adapt to the changing needs of the waste industry;

6.3 Improve systems and staff productivity in order that they are able to effectively compete with external service providers;

6.4 Provide a productive workforce focussed on commercial viability and maximum productivity which will be measured through a number of indicators one of which will be minimal lost time through absenteeism and a significant reduction in staff numbers

7. Methods of Employment

- 7.1 Staff working on their RDO's can be employed on general cleanups and will be paid at all inclusive flat \$39.00 rate per hour, respective to the work, in accordance with Clause 8 of this agreement.
- 7.2 Trade waste staff shall be part of this agreement subject to identified productivity improvements and cost neutral financial operation. Trade Waste staff will assist with all other duties identified in this agreement once the Trade Waste run is complete.
- 7.3 Nothing within this agreement will prevent the independent running of the recycling services by an internal or external provider.

8. Spread of Hours

Operations of the Garbage Depot shall be Monday to Sunday with both day and night shift operations that will work on the basis of job and finish time keeping.

A nine day working fortnight shall apply to these staff but they may choose to take up additional work on offer on the Monday of each fortnight, when their scheduled RDO falls, at the rates specified for that work in 7.1. Nothing within this clause will allow staff to work a double shift without a ten hour break to ensure fatigue is not a safety factor.

Weekend tip will be operated by one Tip Supervisor each day and Two (2) rostered staff members on the rates specified in the Rates of Pay (Section 10).

The rates of pay identified in clause 10 below shall apply in respect of all shifts without incurring penalty rates (excluding overtime) and/or shift allowances.

9. Overtime

Overtime for the weekend tip, general clean ups, and public holidays may not be offered to any staff member who takes any other leave other than their Rostered Day Off, Jury Duty or Bereavement leave in the week leading to or the week immediately after their rostered overtime shift.

10. Rates of Pay

This agreement replaces the Council Salary System including processes such as job evaluation, performance management system and related processes. The rates of pay for all positions within the Waste Services Section shall be determined by reference to the weekly rate detailed in the table below.

The salaries below reflect or assume full competency of all occupants in all positions, where this is not so, training will be provided to ensure staff become fully competent.

Positions	Weekly Rate
Team Member Labourer	\$886.80
Team Member Driver	\$923.15
Night Shift Labourer	\$886.80
Night Shift Team Leader	\$940.90
Weekend Tip Supervisor Hourly rate	\$42.90
Weekend Tip Team Member Hourly rate	\$39.00
Loader Operator	\$936.10
Trade Waste Leading Hand	\$976.45
Waste Inspectors	\$940.90

Casual Driver/Labourer (inclusive of Casual Loading) \$177.40 per shift see clause 16.

State or Federal Wage case general or safety net variations will not apply to these rates.

The Award increases or 3% per annum whichever is the greater will be paid to Waste Services staff on 1 November of each year of the agreement, excluding further general productivity movements which will be subject to discussions between the parties.

11. Darg

The Darg for all runs will be approx. 1160 bins per run or the best industry standard whichever is the greater for a large compactor and 800 for the small compactor.

The size of runs will be reviewed on a six monthly basis to account for new development sites which may increase bin numbers.

The tag system will also allow the payment of **\$1.00** for each tag collected to the team.

12. Staffing and Trucks.

There shall be five crews consisting of four large compactors with one driver and two team members and one small compactor crew consisting of one driver and two team members.

Staff will operate as three (3) day shift crews and two (2) night shift crews, (three (3) on Thursday nights).

An additional night shift crew will operate on Fridays (Thursday night) as previously negotiated by the Union and Council.

There will be one (1) additional staff member be made available on Monday to do the street litter bin collection.

All compactors will be fitted with wide comb bin lifters. Council will also make available and maintain 1 Large Compactor and 1 Small Compactor (as required)

13. Other Collection Services

Green waste collections to all areas of Council will occur every second week as a matter of course. There will be no need for residents to book the service. Resources are to be reviewed on a needs basis but particularly in the warmer months an extra person can be placed with each crew depending on tonnages/loads.

General household collections will occur twice a year. A user pays booking system will apply for residents wanting additional collections to this service.

A white goods collection system will apply on a weekly basis, based on a booking system. Collection will be undertaken by a combination of the pool staff or by the day/night shifts crews during and or at the conclusion of their daily runs. The whitegoods will be a separate collection and be direct hauled to the Weekend Transfer Station for transportation to a metal recycler by Council's haulage contractor.

Trade waste will continue under new working procedures to increase productivity and improve the service i.e. separation of paper/cardboard and cost neutral operations.

Street Litter Bin collection will be undertaken by existing waste service staff. Collection will be undertaken by a combination of the Trade Waste crew, pool staff or by the day/night shifts crews during and or at the conclusion of their daily runs.

Bin delivery and repairs will be undertaken by existing waste service staff. Delivery and repair will be undertaken by a combination of the Trade Waste crew, pool staff or by the day/night shifts crews during and or at the conclusion of their daily runs.

Dumps that have been investigated by Council's Waste Inspectors and assigned for collection will be collected by existing waste service staff. Collection will be undertaken by a combination of the Trade

Waste crew, pool staff or by the day/night shifts crews during and or at the conclusion of their daily runs.

14. Starting and Finishing Times

Staff starting times and working procedures must comply with EPA, Workcover and OH&S standards. The day shift will commence at 4.45am and finish at 1.06pm including crib breaks as required by the award. Waste services staff may leave before 1.06pm subject to the completion of work to the satisfaction of the waste services co-ordinator.

The exceptions to these arrangements are as follows:

Supervisor Day Shift 3.45am - 12.15pm

Weekend tip operations 7.30am - 4.30pm (including 30 minute Lunch break)

Waste Inspectors 2 shifts covering 5.30am and 7.00pm

Night Shift 6.00pm till completion of all assigned duties

Night Shift clean up collections can commence at 4.30pm.

15. Garbage Collection Pool

There will be an initial reserve of permanent staff to replace those on crews who are on annual holidays or other approved leave. This pool will consist of up to six permanent staff. Pool staff are required to relieve on day or night shift as required, and will be supplemented by casual staff or permanent Council staff on redeployment for short emergency replacement where notice is given in advance of long term absence.

16. Casuals

Casual Driver/Labourer (inclusive of Casual Loading) \$177.40 per shift. This is an all inclusive rate of pay for all conditions of employment including the casual loading, short and inconsistent nature of their engagement and annual, sick and other leave

Casuals will receive one safety vest/shirt, sloppy joe, pair shorts, and pair of joggers.

17. Staff Establishment

This agreement allows for the employment of a (maximum) 27 full time permanent staff. Changes to this core number will be by agreement of all parties. Comprised of:

- Collection crews large truck (4) = 12
- Collection crews small truck (1) = 3
- Co-ordinator = 1

(EBA conditions do not apply)

- Waste Inspector = 2

- Loader Operator	=	1
- Pool	=	6 (maximum)
- Trade Waste	=	<u>2</u>
		27 (maximum)

18. Future Vacancies

Any vacancy caused through resignation or transfer shall be reviewed consistent with Council policy on recruitment and selection.

A process to review work practices to enhance productivity and efficiency, whilst focusing on quality customer service, shall be followed and only when the need is validated shall the position be approved for the appointment of a replacement.

19. Selection Process

An appointment or promotion to a new or vacant position shall be made in accordance with Council policy on recruitment and selection which is merit based. When assessing applicants for a position the following criteria shall be considered:

- * Qualifications and/or specialist knowledge and/or skills possessed.
- * Relevant experience in the field of the new or vacant position.
- * Performance in previous positions including fitness, health attendance and punctuality.

20. Grievance and Dispute Procedure

As per the Local Government State Award. As per the Award during the grievance procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, work is to proceed as normal.

21. Leave

Leave entitlements shall be consistent with the Award. Special circumstances which apply as a result of the circumstances which pertain to the Section are detailed below.

Staff may seek payment for excessive accrued RDO's annually which may be approved by the Director Infrastructure and Service Delivery.

21.1 Annual Leave

Annual Leave shall be required to be taken on a roster basis. The minimum period for such leave shall be one (1) week unless special circumstances prevail. Staff members may change the roster by mutual agreement between themselves and the supervisor, provided that there are sufficient staff to complete daily work schedules.

Annual leave approvals during peak holiday periods are to be approved by Council and preference will be approved on a needs basis and roster system.

21.2 Sick Leave

- (i) Staff who are unable, due to sickness, attend for duty shall be entitled during each year of service to sick leave of three (3) weeks at the ordinary rate of pay as per the following conditions:
 - (a) The Council shall be satisfied that the sickness is such that it justifies the time off, and
 - (b) That the illness or injury does not arise from engaging in other employment, and
 - (c) That the proof of illness to justify payment shall be required after two (2) days absence, or after three (3) separate periods in each service year, and
 - (d) When requested, proof of illness shall indicate the employee's inability to undertake their normal duties.
- (ii) Proof of illness shall include, but not be limited to, certification from a qualified medical/health practitioner, registered with the appropriate government authority.
- (iii) The Council may require employees to attend a doctor nominated by the Council at the Council's cost.
- (iv) Management shall actively monitor the unplanned leave of each employee to ensure that there is no abuse of leave entitlements.
- (v) Staff who have completed 1 year's service with Council are entitled to a safety net provision. Where their post February 1993 sick leave entitlements have been exhausted, staff may be granted additional sick leave or Carers leave at the rate of one week per completed year of service from the commencement of this agreement. This Safety Net provision can only be claimed in circumstances of serious illness or serious illness of an immediate family member

and must be approved by agreement between the employees Director and the Manager of Employee Services.

22. Performance Bonuses

A bonus scheme will exist for individuals based on a criterion for sick leave and a satisfactory level of quality service measured by complaint levels, response time to missed bins etc. This will be monitored by the Co-ordinator, and a log of genuine missed services will be recorded for each crew, after four (4) genuine missed services have been recorded by one crew (including Garbage, Green waste or General cleanups) a caution will be issued. After a caution has been issued any missed services will have a potential financial penalty of up to \$50 which will be deducted from any bonus.

Payment will be made on the assessment of all indicators and this may result in payments equal to the level of the lowest performance indicators. Based on a 30 day sick /carer leave balance at the beginning of the financial year individuals can receive a maximum bonus of \$2,500 per annum and accrue untaken leave (for existing staff).Part time employees will be eligible for a pro rata bonus.

For any new permanent staff member the bonus will be based on a bank of 15 days sick / carers leave. After three (3) years service the staff member will be required to have a bank of 30 days sick / carers leave to be eligible for the bonus.

For each day of sick leave thereafter the bonus will be decreased. Remaining untaken sick days will accrue as set out in the table hereunder but the remaining entitlement will not be less than 15 days in total leave taken and remaining.

15 Days left	\$2,500	accrue 15 Days
14 Days left	\$2,500	accrue 14 Days
13 Days Left	\$2,500	accrue 13 Days
12 Days left	\$2,500	accrue 12 Days
11 Days left	\$2,500	accrue 11 Days
10 Days left	\$2,000	accrue 10 Days
9 Days left	\$2,000	accrue 9 Days
8 Days left	\$2,000	accrue 8 Days
7 Days left	\$2,000	accrue 7 Days
6 Days left	\$1,600	accrue 3 Days
5 Days left	\$1,200	accrue 2.5 Days
4 Days left	\$800	accrue 2 Days
3 Days left	\$400	accrue 1.5 Days

The Manager Works and Waste Services will assess the performances in consultation with the Union and recommend bonuses to the Director for approval within one month of the financial year concluding. Staff shall be notified of their progress at least once during the year.

Staff leaving during the course of the year are not entitled to bonuses.

23. Occupational Health and Safety

The parties to this Agreement agree to continuous improvement in occupational health and safety standards through the implementation of a planned program within the workplace which involves all parties in protecting workers health and safety. Waste Services staff will be available to attend a maximum of six (6) training sessions per year.

In order to meet these objectives the parties agree to a broad agenda through a consultative process. Such an agenda will include:

- Training in areas which include, hazard specific and health and safety systems.
- Consultation on occupational health and safety matters.
- Employees assisting in identifying risks and offering suggestions for improvement.

The allocation of work shall occur consistent with safe operating procedures and shall ensure the health, safety and welfare of all employees and the general public. Managers and supervisors must satisfy themselves that such work does not place employees and Council at risk because of fatigue or other stress related injury or illness. This shall include ensuring staff take regular breaks during any one work day, as well as between groups of working days.

24. Possible Service Changes

Council is bound by the Waste Avoidance and Resource Recovery Strategy (WARR), 2003 which regulates and sets targets for waste minimisation and resource recovery. Should the type and nature of Council's waste collections alter during the term of this agreement due to legislative requirements, or Council policy staff will be proactive in consultation with management in order to achieve the targets set by WARR or Council. In this regard the underlying principles and conditions of the agreement will be maintained.

If for any reason the Catherine Street transfer Station be closed for repair or be permanently closed by the PRA (Proper Regulatory Authorities) or Council policy the waste services staff will continue to work on a job and finish time

keeping basis. Council also reserves the right through out the course of this agreement to review the operations at the Catherine street transfer station and Moore street tip.

25. Anti-Discrimination

- (i) It is the intention of the parties bound by this agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfillment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) 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.
- (iv) 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.
 - (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."

26. Project Review

The operation of this Agreement shall be reviewed in detail on or before the 3rd November 2008 to ensure consistency with the objectives discussed in establishing the conditions and rates of pay. Should either party determine at that time the Agreement is not operating in a manner consistent with these objectives a revised document shall be drafted and agreed by the parties.

27. Signatures

SIGNED on behalf of)
LEICHHARDT COUNCIL)
in the presence of) General Manager

.....
Witness

SIGNED on behalf of)
United Services Union of Australia)
N.S.W Branch) General Secretary
in the presence of)

.....
Witness

.....
Delegate