

ENTERPRISE AGREEMENT

NO. EA 98/237
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DATE REGISTERED 12-8-98
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PRICE \$ 34
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**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/237

TITLE: Leichhardt Council Waste Collection Enterprise Agreement 1998-2001

I.R.C. NO: 98/4009

DATE APPROVED/COMMENCEMENT: Approved 12 August 1998 and commenced first full pay period on or after 3 August 1998

TERM: Expires 3 August 2001

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 17

**COVERAGE/DESCRIPTION OF
EMPLOYEES:** All employees of the Council's Waste Management Section

PARTIES: Leichhardt Council -&- Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division





LEICHHARDT COUNCIL



Waste Collection Enterprise Agreement 1998-2001

1. Title and Intention of the Parties

This 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 waste management.

2. The Parties

The Parties to the Agreement are Leichhardt Council (herein after referred to as the Council) and the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division (herein after referred to as the M.E.U.)

3. Incidence and Duration

The agreement shall apply to all employees of Leichhardt Councils Waste Management Section including the following previous positions and occupants

Supervisor

Labourer

Driver

Yard Co-ordinator

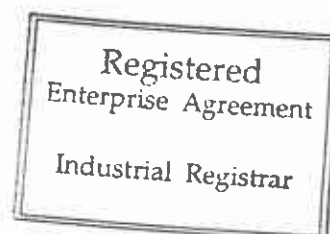
Night Shift Supervisor

Loader Operator

Trade waste

Truck maintenance

The Agreement shall come into operation from the first full pay period to commence on or after 3 August 1998 and shall remain in force until 3 August 2001 or until such time as this agreement is rescinded or there is a further enterprise agreement.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 1995, and any Award which succeeds that Award, which provides salaries and conditions for the employees of the Council.

Long Serving

Employee Is an employee with longer than 20 years service

Darg: The number of bins collected on one run by 1 collection crew each day. One bin means one mobile bin (MGB), regardless of size, or one 55 litre can. Darg is 1260 bins per run based on approx.75% MGB's and 25% 55 Litre cans, but each run must not exceed six hours actual work time

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

5. Provisions of the Agreement

This Agreement shall replace the previous garbage agreement and shall 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 disposal service. This will be provided through a professional team working in their primary employment and achieved through the following objectives:

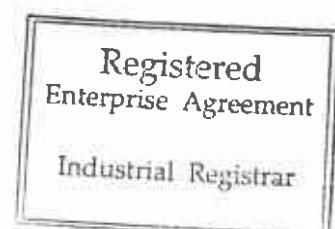
6.1 Facilitate and improve



- 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 The Agreement will facilitate the employment of existing permanent staff.
- 7.2 The agreement will facilitate the employment of a part-time truck wash/maintenance staff member. There will also be one extra day shift supervisor for the first six months of the agreement. This temporary position may be filled by redeployment or relief by an existing permanent staff members on an acting basis. The longer term future of the position will be reviewed at that time but it is not intended to be a permanent position after the initial six months.



- 7.3 Staff working on their RDO's can be employed on general cleanups and will be paid at all inclusive flat \$30.00 or \$33 rate per hour, respective to the work, in accordance with Clause 8 of this agreement.
- 7.4 Trade waste staff shall be part of this agreement subject to identified productivity improvements and cost neutral financial operation.
- 7.5 Recycling services will be subject to a public tender process for which there will be a staff bid. All requirements of the Award (including but not exclusively clause 29) have been satisfactorily met. 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 a span of hours not exceeding twelve (12) on any day.

Staff will continue to work on the basis of a 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 7.4.

Weekend tip will be operated by two permanent staff and one rostered staff member on the rates specified in the Rates of Pay (Section 9).

The rates of pay identified in clause 9 below shall apply in respect of all shifts without incurring penalty rates (excluding overtime) and/or shift allowances.

9. 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 Management Section shall be determined by reference to the Grade and Pay Step 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.

Any employee covered by this agreement who is required to act up in the garbage service for the greater part of one week will be paid the equivalent of a weeks wages at the higher grade pay.

Positions	Base Rate
Supervisor	828
Temporary Supervisor	751
Team Member (Driver)	710
Team Member (Scavenger Labourer)	682
Loader Operator	720
Leading Hand Weekend Tip	33 p.h.
Team Member (Weekend Tip)	30 p.h.
Part Time Truck Washer/Maintenance	15p h
Leading Hand Nightshift	720
Supervisor Trade Waste	751
Yard Co-ordinator	subject to review and agreement within 3 months



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

The Award increases due on or after 24 October 1998 (3.25%) and on or after 24 October 1999 (3.25%) will be paid to Waste Services staff. Further Local Government (State) Award variations after these dates will also apply to these rates, excluding general productivity movements which will be subject to discussion between the parties.

10. Darg

The Darg for all runs will be 1,260 bins (not including tagged bins, see definitions) for large compactors and 700 for the small compactor. These bins will be made up of mixture of 55 litre hand cans and a variety of mobile bins. The size of runs will be reviewed on a six monthly basis to account for new development sites, which may increase bin numbers.

It is anticipated that runs will not exceed six hours duration of actual work time (not including crib breaks) and if it does then overtime shall apply for the excess hours. But these runs will be addressed immediately and a spreading of the workload will result to ensure no run exceeds six hours duration. Furthermore if the Darg exceeds 1,260 bins (based on proportions of 75% MGB's and 25% 55 litre hand bins) then an additional levy of \$0.50 per bin will be paid to the team on a weekly basis. This review is subject to a review of the % of MGB's and hand cans. If MGB's remain above 50% then the additional levy will apply.

The tag system will also allow the payment of \$1.00 for each tag collected to the team. This figure will be indexed to Council's Fees and Charges and move on this basis.

11. Staffing and Trucks.

There shall be six crews consisting of five large compactors with one driver and two team members and one small compactor crew consisting of one driver and one team member. These will operate as four day shift crews and two night shift crews.



All compactors will be fitted with wide comb bin lifters. Council will also maintain 2 backup trucks - 1 Large Compactor and 1 Small Compactor

12. 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. A chipper truck from the area based teams will work in conjunction with this collection service.

General household collections will occur twice a year. A user pays booking system for general collection outside of this service will apply to those wanting additional to this service.

A white goods collection system will apply on a monthly system based on a booking system.

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

13. Starting and Finishing Times

Staff starting times and working procedures must comply with EPA, Workcover and OH&S standards. There will be no firm finishing time as it is subject to the completion of work.

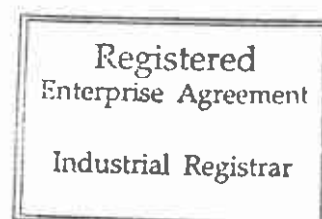
The exception to these arrangements the following

Supervisor 3.45am - 12.15pm

Weekend tip operations 7.30am - 4.30pm (including 1 hour Lunch break)

Yard Co-ordinator 4.45am - 1.15pm

Loader Operator 5.45am - 2.15pm



14. 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 the six permanent staff, who are required to relieve on day or night shift as required, and will be supplemented by casual staff for short emergency replacement and by the redeployment of permanent council staff from other work areas where notice is given in advance of long term absence.

15. Staff Establishment

This agreement allows for the employment of a core 29 full time permanent staff. Changes to this core number will be by agreement of all parties. Comprised of:

- Collection crews large truck (5)	= 15
- Collection crews small truck (1)	= 2
- Waste Supervisor	= 1
- Yard Co-ordinator	= 1
- Loader Operator	= 1
- Pool	= 6
- Trade Waste	= <u>3</u>
	29

16. 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.

17. 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.

18. Grievance 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.

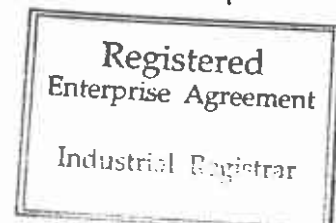
19. Leave

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.

19.1 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 work.

Annual leave approvals during peak holiday periods will be allocated on a rostered basis recognising those who have had leave in previous years.



19.2 Sick Leave

- (i) Staff who are unable, due to sickness, to attend for duty shall be entitled during each year of service to sick leave of four (4) weeks at the ordinary rate of pay such to 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.

20. Performance Bonuses



A bonus scheme will exist for individuals and teams. Based on a 30 day sick /Carer leave balance at the beginning of the financial year individuals can receive a bonus of \$1,000 per annum and accrue untaken leave. This will be based on the taking of no more than eight sick days in the previous 12 months.

For each two days of sick leave thereafter the bonus will be decreased on a pro rata basis. Also only fifty percent of remaining untaken sick days will accrued as set out in the table hereunder down to the nearest even numbers.

20 Days left	\$1,000	accrue 20 Days
19 Days left	\$1,000	accrue 19 Days
18 Days Left	\$1,000	accrue 18 Days
17 Days left	\$1,000	accrue 17 Days
16 Days left	\$1,000	accrue 16 Days
15 Days left	\$1,000	accrue 15 Days
14 Days left	\$1,000	accrue 14 Days
13 Days left	\$1,000	accrue 13 Days
12 Days left	\$1,000	accrue 6 days
11 Days left	\$800	accrue 5 days
10 Days left	\$800	accrue 5 days
8 Days left	\$600	accrue 4 days
6 Days left	\$400	accrue 3 days
4 Days left	\$200	accrue 2 days
2 Days left	\$100	accrue 1 days
0 Days	0	accrue 0 days

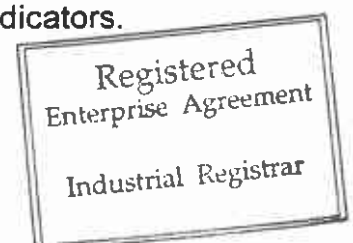
All staff in the schedule in Clause 15, Staff Establishment will be eligible for individual and team bonuses. The team bonus of \$1,000 per employee will exist based on a similar criteria for sick leave for the team and a satisfactory level of quality service measured by complaint levels, response time to missed bins etc.



Team members will not be required to hold a 30 Day balance to participate in the team bonus. Consideration will be given to the exclusion of extended absences due to hospitalisation or serious illness for the purposes of both individual and team bonus assessment. Part time employees will be eligible for a pro rata bonus and be included in a team. The pool staff will be assessed as one whole team as will the Supervisor, Yard Co-ordinator, Loader Operator and Truck Washer.

Days left on average per team member – primary indicator	Secondary Indicators – missed bins, complaints and service guarantee satisfaction (response to missed bins)	Bonus
20 – 13 Days left	3 Complaints per fortnight and Excellent rating on other indicators	\$1000
12 Days left	4 Complaints per fortnight and Excellent rating on other indicators	\$1000
11 Days left	5 Complaints per fortnight and Good Rating on other indicators	\$800
10 Days left	6 Complaints per fortnight and Good Rating on other indicators	\$800
8 Days left	7 Complaints per fortnight and Fair Rating on other indicators	\$600
6 Days left	8 Complaints per fortnight and Fair Rating on other indicators	\$400
4 Days left	9 Complaints per fortnight and Poor Rating in other indicators	\$200
2 Days left	9+ Complaints per fortnight and Poor Rating on other indicators	\$100
0 Days		0

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.



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. They shall also advise staff of their progress at least once during the year.

Staff leaving during the course of the year are not entitled to bonuses. Staff commencing during the year will receive a prorata bonus and will have their leave records included on that pro rata basis.

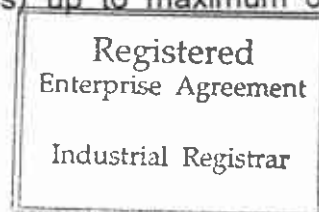
21. Redundancy

All clauses of the Award in relation to workplace change and redundancy have been compiled with or are superseded by this Agreement.

For the purposes of this agreement and this agreement alone without precedence or benchmark for other staff the following redundancy provisions will be available for permanent garbage staff for a period of two weeks from the time of agreement excluding those affected by Paragraph 7.3 and sub paragraph 6 of this Clause. The package is based on the financial savings, efficiencies, time frames and pre-existing work practices that will be changed and as such have no relevance to other staff or future agreements with waste staff after February 1999.

Employees of the garbage section will receive three weeks redundancy for every year of service up to a maximum of thirteen years and two weeks for every year of service up a total maximum of 52 weeks per employee. This is all inclusive of any compensation for years of service excluding gratuities.

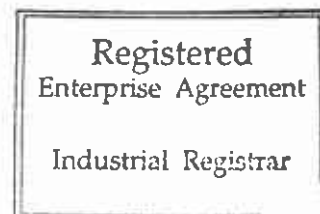
A payment of an additional two weeks in lieu of notice for every year of service in excess of 20 years will be paid in addition to the points above in recognition of long serving employees (see definitions) up to maximum 6 weeks in addition to the 52 weeks above.



Inclusive in this agreement is the process for redundancies, which is as follows:

1. The opening date for expressions of interest in redundancy will be 17th June 1998 to be submitted by 8th July 1998.
2. After 8th July 1998 there will be one week cooling off and provision of personal, professional and financial advice.
3. On 20th July 1998 final reaffirmation of an expression of interest in redundancy. Management decision and advice on acceptance of granting redundancy.
4. On 21st July 1998, the employee agreeing to a redundancy payment will be immediately be relieved of work duties.
5. If after this process there remains an excess number of staff for the number of positions available management will advertise all positions in the new structure. These will be filled on merit through the normal recruitment process of Council and are subject to the approval of the General Manager. Staff may put in a late expression of interest in redundancy within one (1) week of notification of being unsuccessful.
6. If there is still an excess of staff, these staff may be offered redeployment to alternative positions in council with salary maintenance for a period of six months and may during this time elect to take redundancy without loss of benefits or redundancy as set out in this agreement. After this time staff members will have their salaries reduced to the rate of pay for the work they are doing.
7. Throughout the process a hotline for advice and general enquiries will be available on 9367 9079.

22. Balmain Trial Crews



Council agrees to back-pay the staff who have conducted the Balmain trials from the 1st January 1998 up until the commencement of this agreement (3rd August 1998) at a rate of \$20.00 per week additional.

23. Occupational Health and Safety

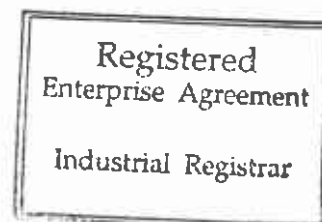
The parties to this Agreement agree to continuous improvement in occupational health and safety standards through the implementation of a planned program within the workplace, which involves all parties in protecting workers health and safety.

In order to meet these objectives the parties agree to consider 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 that staff take regular breaks during any one work day, as well as between groups of working days.

24. Project Review



The operation of this Agreement shall be reviewed in detail on or before the 15 December 1999 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.

25. Duress

This agreement has been freely entered into, without duress, by all parties. All the parties support and endorse the provisions contained herein.



Dated this 18th day of August 1998

SIGNED on behalf of
LEICHHARDT COUNCIL
in the presence of

)
) *[Signature]*
)
General Manager

[Signature]
.....
Witness

SIGNED on behalf of
FEDERATED MUNICIPAL &
SHIRE COUNCIL EMPLOYEES
UNION
in the presence of

)
) *[Signature]*
)
General Secretary



[Signature]
.....
Witness

Registered
Enterprise Agreement
Industrial Registrar