

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/260

**TITLE: Manly Council, Waste Management Service Enterprise Agreement
1999**

I.R.C. NO: 99/5062

DATE APPROVED/COMMENCEMENT: 7 October 1999

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 22

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to waste collection management service employees of Manly Council

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

Manly Council

Waste Management Service

Enterprise Agreement

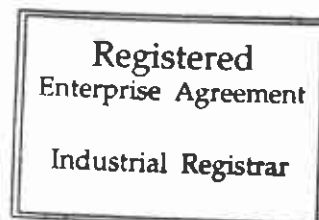
1999 - 2002

FILED
21 SEP 1999
OFFICE OF THE INDUSTRIAL
REGISTRAR

**Registered
Enterprise Agreement
Industrial Registrar**

Index

Clause	Subject Matter	Page Number
18.	Casual Employees	18.
14.	Collection Methods	10.
13.	Collection Schedule	9.
4.	Commencement and Duration	3.
7.	Commitment to the Delivery of an Effective Service	5.
15.	Condition of Vehicles	15.
21.	Continuous Improvement	21.
5.	Definitions	3.
3.	Duress	3.
11.	Hours of Work	8.
17.	Occupational Health and Safety and Risk Assessment	18.
12.	Overtime	9.
9.	Productivity Based Remuneration Review – Movement in Service Numbers	7.
10.	Productivity Based Remuneration Review – Supplementary Service Numbers	7.
8.	Rates of Pay	6.
6.	Relationship with the Award	5.
23.	Renegotiation of the Agreement	22.
20.	Replacement of Permanent Staff	20.
22.	Review of the Agreement	21.
2.	The Parties	3.
1.	Title and Intention of the Parties	3.
16.	Training and Development	17.
19.	Working Below Established Crew	19.



1. Title and Intention of the Parties

This Enterprise Agreement is made in accordance with the provisions of sections 29 to 47 of the Industrial Relations Act 1996, and shall be known as the Manly Council, Waste Management Service Enterprise Agreement 1999 and shall provide the basis for determining the wages and general conditions of employment for staff employed in the waste collection service by Manly Council.

2. The Parties

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

3. Duress

This Agreement has been entered into without duress by any party.

4. Commencement and Duration

The Agreement shall come into operation from the date of ^{of the Commission's approval} ~~registration~~ by the parties and shall remain in force for a period of three (3) years.

5. Definitions

Award: Shall mean the Local Government (State) Award 1997, and any Award which succeeds this Award.

Council: Shall mean the Manly Council.

Council Policy: Shall mean policy adopted by Manly Council and/or the Management Executive of Council.



Employee: Shall mean, for the purpose of determining eligibility to the benefits of this Agreement, an employee who is employed within the Waste Management Service in the capacity of Coordinator, Supervisor, Yard Person, Team Leader, Driver or Loader.

Union: Shall mean the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division.

Service Crew: Shall mean the complement of permanent staff required to undertake the collection service and shall be composed as follows:

Coordinator	1
Supervisor	1
Yard Person	1
Team Leader	8
Loader	13
Total	24

Team: Shall mean the complement of staff required to undertake the residential and commercial runs. A Residential Team shall be composed as follows:

Team Leader	1
Loader	2

A Commercial Team shall be composed as follows:

Team Leader	1
Loader	1

Wage: Shall mean the rate of pay for the employee's position as established through this Agreement.

Waste Service: Residential
Shall generally include residential garbage, residential recycling, general clean-up, pre-paid clean-ups, and vegetation collection.

- Employees will work diligently and effectively to maintain and enhance the excellent service currently provided to the residents, businesses and visitors to Manly.
- Management and staff within the service will act promptly, consistent with their scope of authority, to remove any impediments to the effectiveness of the service.
- Management and staff will work together to ensure plant and equipment breakdowns, damage and failures are minimised, and are promptly addressed if they do occur.
- Management and staff will work together in a team environment to ensure an effective communication is maintained and that further opportunities to improve and enhance the service are identified and introduced to assist in the ongoing security of Council employment in the long term.

8. Rates of Pay

Waste Collection Staff of Council shall be paid the rates of pay detailed below. The rates are inclusive of the Disability Allowance as prescribed by the Award (which shall be paid consistent with clause 7(ii) of the Award), the Recyclable Materials Productivity Allowance, the Supplementary Service (Sticker) Allowance and other allowances unless this Agreement specifically provides otherwise. Increases which are made to Award rates of pay and allowances shall flow into this Agreement and shall be the same quantum and shall be operative from the same date as applies in the Award. Waste Collection Staff shall also be entitled to Salary System increases consistent with the progressional rules of Council's Salary System.

POSITION	RATE PER HOUR \$	RATE PER WEEK \$
Coordinator	\$22.96	\$872.48
Supervisor	\$19.52	\$741.76
Team Leader	\$18.03	\$685.14
Driver	\$17.50	\$665.00
Loader	\$15.98	\$607.24
Yard Person	\$15.98	\$607.24

9. Productivity-Based Remuneration Review – Movement in Service Numbers

- 9.1 At six-monthly intervals following the implementation of this Agreement a review will be conducted of the waste collection workloads, by the parties, based upon the number of bins (55 litre equivalents) which require collection.
- 9.2 The benchmark against which comparison is made is an average collection of 1,655 (55 litre) bins per vehicle per day.
- 9.3 Any movement in the number of collections will be established by reference to Council's computer based records of the number of residential assessments against which Council is levying a garbage charge. The number at the end of each six (6) month period will be compared with the number recorded at the end of the preceding period. Discussions will occur between the parties should that number require interpretation.
- 9.4 Where the average number of bins (55 litre equivalents) exceeds 1,655 a Standard Service Productivity Allowance of 20 cents per bin per truck will be paid.

10. Productivity-Based Remuneration Review – Supplementary Service Numbers

- 10.1 The revenue raised by Council from the sale of Additional Clearance Stickers is projected for the financial year 1999/2000 (\$32,000). This amount will provide the benchmark for the negotiation of any Supplementary Service Payment in future Enterprise Agreements.
- 10.2 The level of the payment which is included in the rates of pay in this Agreement is based on Council's current user cost of \$3.00 per service and represents a share of 40% to the employees from the additional revenue gained through the provision of this service. Should the cost levied by Council increase from the current amount the basis of negotiations will continue to be 40% of this higher amount.



A handwritten signature in black ink, appearing to be "J. S. W.". Below the signature, the word "Page" is printed, followed by a small number "7" that is partially obscured by the signature's flourish.

11. Hours of Work

- 11.1 The ordinary hours of work shall be thirty (38) per week and shall be worked between Monday and Friday in a manner to ensure the requirements of the position are effectively met consistent with the agreed job and finish.
- 11.2 The ordinary hours of work for the Coordinator, Supervisor and Yard Person shall be based on a standard working day of 7 hours and 36 minutes and shall be worked from Monday to Friday.
- 11.3 Completion of the daily agreed average darg, job and finish, in strict compliance with Road Traffic and Occupational Health and Safety requirements for Team Leaders and Loaders in residential waste collection shall be considered to satisfy the standard working day.
- 11.4 The collection day shall normally commence at 5:00 am, except when the teams are collecting co-mingled recyclable materials when the day shall commence at 6:30 am.
- 11.5 The ordinary hours for Team Leaders and Loaders involved in the collection of commercial waste shall be based on the completion of the attached list of duties. The work for the day, for the commercial waste crew, shall be finished on the completion of this list of duties.
- 11.6 Overtime will be paid when, for reasons beyond the reasonable control of the collection crew, the hours of work required in completing the darg for the residential service and the list of duties for the commercial service, exceed 7 hours and 36 minutes on any day.
- 11.7 Any long term alteration of the commencement times for the shifts as provided for in subclause 11.4 shall be mutually agreed upon by the parties. Mechanical breakdowns, or other unforeseen circumstances, may result in some members of the team being required to commence waste collection prior to 5:00 am.

11.8 In the event of unforeseen circumstances, such as staff shortage or mechanical breakdown, a minimum number of collection staff agree to work reasonable overtime, as a team, to ensure an effective service is maintained. Consistent with this clause, it is agreed that no disciplinary action will result from a refusal to work reasonable overtime.

11.9 Where a legitimate reason is provided for refusal to work reasonable overtime from Monday to Friday this shall not prejudice the employee's opportunity to work weekend overtime, where available, but always subject to ensuring the most effective and efficient service is provided.

12. Overtime

Except where otherwise provided in this Agreement all time worked by direction in addition to the ordinary hours as specified in clause 11. of this Agreement shall be overtime and shall be paid consistent with the overtime provisions of the Award.

13. Collection Schedule

13.1 The collection schedule for residential waste and recyclable materials shall be arranged as follows:

- ✓ Monday – Garbage,
- ✓ Tuesday – Garbage,
- ✓ Wednesday – Vegetation or General and Pre-paid Clean-ups,
- ✓ Thursday – Paper and Co-mingled Recyclable Materials week about,
- ✓ Friday – Paper and Co-mingled Recyclable Materials week about.

13.2 The parties agree that waste removal collection runs throughout Manly will be monitored to provide an equitable distribution of collections throughout the week, making allowances for variations in terrain and nature of the housing and tonnage collected. The compilation and design of the runs will be achieved through full consultation with the staff.

-
- 13.3 Council reserves the right, consistent with sub-clause 12.2, to redesign any run and assign staff within the Collection Service as deemed necessary following proper consultation with the staff affected.
- 13.4 There will be no daily departure from the established route unless approved by the Coordinator. There will be no permanent departure from the established route without the express approval of the Group Manager, Waste and Cleansing.
- 13.5 All vehicle departure times will be by agreement with the Coordinator and in accordance with Council's requirements and environmental legislation.
- 13.6 On Wednesdays, when no scheduled work is provided for the residential waste teams, staff shall attend for allocation of work, or training, to the number of hours normally worked on that day, provided that it shall not be less than five (5) hours.

14. Collection Methods

14.1 General

The Team Leader shall be responsible for the conduct of the crew during the collection of waste, and the operation of the vehicle in the field.

14.2 Crew members should avoid entering into conversation with residents regarding any complaint or issue with the collection service but shall refer the matter to the Coordinator as soon as is practicable.

14.3 In the event of it becoming apparent to the Team Leader that the run cannot be completed within the prescribed time due to a breakdown or other circumstances beyond the control of the crew, the Team Leader must report the position to the Coordinator who will exercise his judgement in determining the most appropriate course of action consistent with the spirit of this Agreement.

- 14.4 Each crew member shall receive appropriate training (see clause 15) in, become familiar with, and thereafter observe all relevant Council policies, regulations, codes and procedures in force from time to time. A copy of the relevant documents will be permanently available in the Coordinator's office.
- 14.5 Each member of the crew shall receive appropriate training (see clause 15) in, become familiar with, and observe all requirements relating to occupational health and safety and Road Traffic Act and associated Regulations, and other relevant legislation/regulations pertaining to the collection service.
- 14.6 **Bin Collection**
Garbage bins are to be of a nominal 55 litre capacity. Other than elsewhere provided, one bin only per property is collected each week or where an alternative approved Council bin is provided for multiple dwellings this shall be based on 55 litre bin equivalents.
- 14.7 A supplementary service, in addition to the normal bin, or paid additional service, will only be collected where the resident has fixed to the bin Council's pre-paid supplementary service sticker. Bins which are in excess of the paid service shall be marked with an excess service sticker.
- 14.8 Waste bins should be replaced in the position from which they were collected. Bins and other containers shall not be left in the middle of the footpath or on the edge of the gutter. Bin lids are to be placed on top of the empty container.
- 14.9 Waste materials shall be collected from approved collection points in residential flat buildings (where appropriate) or where no approved collection point is provided, from a storage area approved by the Coordinator.



A handwritten signature in black ink, appearing to be "J. Brown".

14.10 Where Council has approved the collection of waste material from within a property, as a result of a disability suffered by the resident, the collection and return of collection containers shall be as arranged with the particular resident.

14.11 Missed Services

It is understood between the parties that a significant proportion of "missed" service reports result from the resident's failure to place the bin out for collection on time. Notwithstanding this understanding it is agreed that all reported missed services will be collected as part of the daily work schedule, or alternative satisfactory arrangement made. Where reports are received of missed bin(s) the Coordinator will contact the appropriate crew by two-way radio and seek their assistance in collecting the bin(s).

If it is found that a resident has requested a pick-up of a "missed" service more than three times in the previous two month period, which is clearly attributable to the bin being put out late, the matter will be brought to the attention of the Coordinator. The Coordinator will make arrangements for the resident to be advised in writing that a continuation of the practice will lead to the bin not being picked-up.

14.12 Unserviceable Bins

Where a bin is unable to be collected due to the type, volume, weight of the material contained therein, or condition of bin, an appropriate notification will be attached to the bin by a team member and the Coordinator immediately advised of the situation.

14.13 Spilt Waste

Any waste that is spilt from the bin in the act of moving the bin to the compactor, or in the act of emptying the bin, must be picked up and placed in the compactor (this includes prior spills). If the prior spill is excessive and reoccurring, or could represent an occupational health and safety risk the Coordinator shall be advised.



A handwritten signature in black ink, appearing to be "J. G. W.", with the initials "JGW" written below it.

14.14 Difficulties Caused by Parked Cars

Where the driver experiences severe difficulty in maneuvering the vehicle because of other vehicles being parked in the roadway, an appropriate advice is to be left by the Team Leader under the windscreen of the offending vehicle(s). Where offences are observed involving the same vehicle(s) more than three times in any two month period, the matter is to be brought to the attention of the Coordinator.

14.15 General Clean-up Material

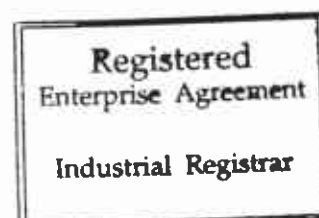
Clean-up material shall consist of non-putrescible refuse arising from dwelling houses and residential flat buildings and shall include (but shall not be limited to) general household rubbish such as furniture and floor coverings. It shall not include garbage, dead animals, trade waste, liquid waste, building waste, guttering, motor car bodies and parts, tyres, earth, stones, bricks, concrete, fencing, or waste from commercial premises and/or contractors.

Recyclable materials otherwise collected by Council shall not be collected in a general clean up. Garden waste, vegetation or green waste shall be collected separately from the general clean-up materials.

White goods and other like heavy and large items shall be collected in a manner to ensure safe mechanical lifting.

Where material has been left on the kerb-side, on the day assigned to the area for general clean-up, which is not consistent with the limitations detailed above the Team Leader will notify the Coordinator and sticker the material appropriately.

The Coordinator will attend to the issue of non-complying material of which he/she has been notified of by the Team Leader and shall arrange for its removal or alternative action.



A handwritten signature in black ink, appearing to be "A. Sw".

14.16 Green Waste

Green waste or vegetation shall consist of materials consistent with Council's Green Waste Collection requirements.

14.17 Recyclables

Only those recyclables currently accepted by Council for collection and recycling shall be removed from the kerb-side. The collection of recyclable material will principally occur from 120 litre MGBs with some residents continuing to use the 50 litre crates, or shared larger MGBs or other Council approved container. Spillages will be collected from within the vicinity of the containers placed for emptying. If the spillage is excessive and reoccurring, or could represent an occupational health and safety risk the Coordinator shall be advised.

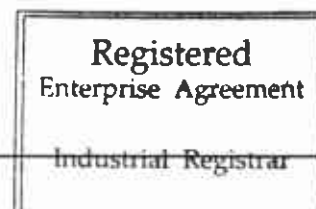
Recyclable materials shall be collected from approved collection points in residential flat buildings (where appropriate) or where no approved collection point is provided, from a storage area approved by the Coordinator.

Where Council has approved the collection of waste material from within a property, as a result of a disability suffered by the resident, the collection and return of collection containers shall be as arranged with the particular resident.

14.18 Commercial Waste Service

The collection and removal of commercial garbage and recyclable material shall be carried out from Monday to Sunday and shall include collection on all public holidays unless advised by the Group Manager.

Service staff are required to document services carried out on a run sheet to ensure accurate charging of the service. Staff are also required to inspect bins and report repair requirements and undertake minor repairs such as the greasing of wheels and the replacement of hinge pins.



A handwritten signature in black ink, appearing to be "A. Brown".

Failure to do so will be regarded as a breach of Council's Occupational Health and Safety Guidelines.

All requests for clothing replacement shall be made to the Coordinator. Disputes, which occur in relation to the provision of clothing, shall be referred to the Group Manager for resolution.

- 17.2 Council shall provide a safe place of work and work practices in accordance with the provisions of the Occupational Health and Safety Act.
- 17.3 Council has a responsibility to provide waste collection staff with appropriate, timely and adequate training and resources in relation to providing a safe and healthy work environment.

18. Casual Employees

- 18.1 Council may engage casual employees for short-term relief in the waste collection service in circumstances where regular staff numbers are depleted and no experienced waste service staff are available.
- 18.2 The hours of work for casual employees shall generally be those which apply to the collection team except where specifically directed by the Coordinator to work otherwise than in conjunction with a team.
- 18.3 Where permanent vacancies arise appointment will occur consistent with Council Policy and the provisions of the Award.
- 18.4 Casual employees shall be paid the rate of pay as prescribed by this Agreement and a loading consistent with the relevant provisions of the Award.



18.5 Position(s) which are occupied by casual employee(s) will be reviewed on a quarterly basis to establish whether the position(s) are ongoing and are required to be filled with permanent employee(s).

19. Working Below Established Crew

19.1 The parties to this Agreement are committed to improving the effectiveness of the service and to ensuring that no additional cost will be incurred by Council in backing up the service when staff are absent. Consistent with these principles employees shall have the opportunity to share in the payment which would otherwise be made to a casual employee when required to replace staff absent on annual leave, long service leave, or prolonged periods of workers compensation.

19.2 The payment shall be equally distributed to each member of the Service Crew who work on the day and shall be based on the rate of pay and casual loading (20%) applicable for the position being relieved.

19.3 The opportunity for the payment of the amount detailed in 18.2 in the case of sick leave shall be discussed consistent with the Memorandum of Understanding which is an attachment to this Agreement.

19.4 When staff exercise the option of backing up the service within the crew rather than seeking the assistance of casual employee(s), the crew is expected, in normal circumstances, to undertake the additional work for the share of the payment which would otherwise be made to the casual employee(s). Overtime will be paid where a breakdown of plant or other exceptional circumstances cause the work to extend beyond ordinary working hours. Should management be of the opinion that due to workload, or the level of staff shortage, overtime may be incurred, it reserves the right to engage casuals to assist with the days collection in lieu of staff backing up the service.



A handwritten signature in black ink, appearing to be "A. J. Smith".

21.2 Job Redesign and Work Enhancement

Employees and management agree to the principles of job redesign and work enhancement which concentrate on increased employee involvement in work decisions, broadening the range of skills each employee uses, and employees developing their personal abilities.

21.3 Customer Importance

Employees and management recognise the importance of both internal and external customers in improving the effectiveness of the waste collection service.

21.4 Teamwork

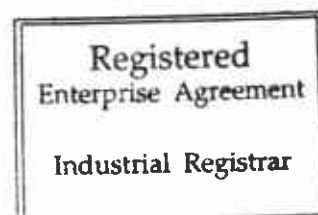
Employees and management support the principle of improving the effectiveness of the service by working in teams. Through training, teams will have greater opportunity to expand their area of responsibility and their effectiveness.

22. Review of the Agreement

At the conclusion of twelve (12) months of operation of the Agreement the Waste Collection Service shall be reviewed by staff representatives and management to ensure that the Agreement supports the effective operation of the service and rewards staff appropriately for the service standards achieved during its life.

23. Renegotiation of the Agreement

The parties to this Agreement shall meet to renegotiate the provisions contained herein six (6) months prior to the date of its cessation. Should there be no agreement between the parties the existing provisions shall remain in force until rescinded by the making of a new Enterprise Agreement.



20. Replacement of Permanent Staff

- 20.1 The service crew as detailed in the Definitions clause of this Agreement shall be the staff establishment for the Waste Collection Service. When an employee resigns or is terminated from the service the position held by the employees shall be advertised.
- 20.2 Advertising of the vacant position shall occur within three (3) months of the vacancy being created and shall occur consistent with Council's requirements as an Equal Employment Opportunity employer. Where three (3), or more, appropriately qualified and experienced internal applicants are likely to be available for consideration for placement in the position, the position will be advertised, in the first instance, to existing Council employees.
- 20.3 The selection panel for the replacement of a vacant position shall include at least one (1) representative from the service crew, except where the vacancy being filled is for the position of Coordinator.
- 20.4 Placement of the successful applicant in the vacant position shall occur within six (6) months of the creation of the vacancy.

21. Continuous Improvement

- 21.1 Employees of the waste collection service are committed to the principles of continuous improvement. Improvement in the service will be achieved by:
- ♦ Developing a positive attitude to the work.
 - ♦ Accepting change.
 - ♦ Making suggestions to achieve improvement.
 - ♦ Identifying and solving problems at source rather than allowing them to escalate.
 - ♦ Taking full advantage of training and development opportunities.
 - ♦ Being alert to experiences that may give rise to constructive change.



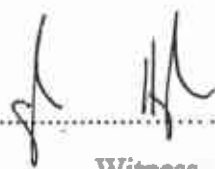
SIGNED on behalf of)
MANLY COUNCIL)
in the presence of)


.....
General Manager


.....
Witness

SIGNED on behalf of the)
FEDERATED MUNICIPAL & SHIRE)
COUNCIL EMPLOYEES' UNION OF)
AUSTRALIA, NEW SOUTH WALES)
DIVISION in the presence of)


.....
General Secretary


.....
Witness

