

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/177

**TITLE:** Leichhardt Council Waste Collection Enterprise Agreement 2001-2004

**I.R.C. NO:** 2002/1122

**DATE APPROVED/COMMENCEMENT:** 14 March 2002/1 February 2002

**TERM:** 31 January 2005

**NEW AGREEMENT OR  
VARIATION:** New. Replaces EA98/237

**GAZETTAL REFERENCE:** 24 May 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 16

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees of Leichhardt Councils Waste Management Section

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

# Waste Collection Agreement 2001-2004

## LEICHHARDT COUNCIL

### 1. Title and Intention of the Parties

This Council Agreement shall be known as the Leichhardt Council Waste Collection 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 Branch (herein after referred to as the M.E.U.)

### 3. Incidence and Duration

This agreement shall apply to all employees of Leichhardt Councils Waste Management Section.

Waste Services Coordinator

Team Member Labourer

Team Member Driver

Weekend Tip Supervisor

Weekend Tip Team Member

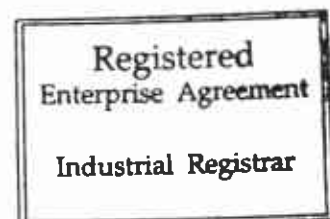
Night Shift Supervisor

Night Shift Leading Hand

Loader Operator

Trade Waste Leading Hand

Waste Inspector



The Agreement shall come into operation from the first full pay period to commence on or after **1<sup>st</sup> February 2002** and shall remain in force until **31<sup>st</sup> January 2005** or until such time as this agreement is rescinded or there is a further Enterprise Agreement.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 2001, and any Award which succeeds that Award which provides salaries and conditions for the employees of the Council.

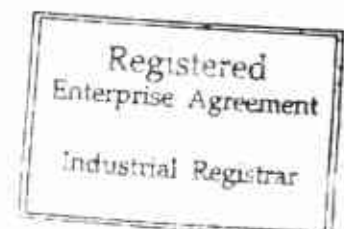
**Darg:** The number of bins collected on one run by 1 collection crew each day. Darg is approx. 1000 bins per run or the best industry standard whichever is the greater. Each run must not exceed 6 hours actual work time.

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 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 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;

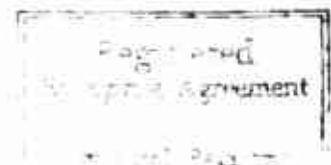
6.2 Ensure an efficient and effective high quality waste management service through the creation of a safety conscious, can do, flexible work environment that can adapt to the changing needs of the waste industry;

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.

## 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 \$33.98 rate per hour (subject to Award increases), 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.

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 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 is taken, 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 permanent staff each day and two rostered staff members on the rates specified in the Rates of Pay (Section 9).

The rates of pay identified in Table 1 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 positions detailed in Table 1 attached.

The salaries included in Table 1 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.

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State or Federal Wage case general or safety net variations will not apply to these rates. The Award increases will be paid to Waste Services staff, excluding general productivity movements which will be subject to discussions between the parties.

**10. Darg**

The Darg for all runs will be approx. 1000 bins per run or the best industry standard whichever is the greater for a large compactor and 700 for the small compactor. Each run must not exceed 6 hours actual work time (not including tagged bins, see definitions). The bins include a 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 the runs must be completed. Runs that consistently exceed 6 hours, will be addressed immediately and a spreading of the workload will result if required.

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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.

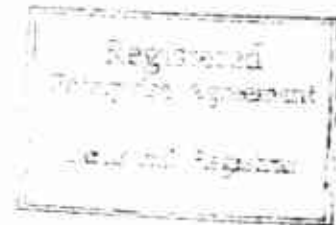
**11. Staffing and Trucks.**

There shall be seven crews consisting of six large compactor's with one driver and two team members and one small compactor crew consisting of one driver and two team members.

Staff will operate four day shift and three night shift crews.

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All compactor's 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. 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 to those residents wanting additional collections.

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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. Operational staffing hours are

- Night Shift 6.00pm till completion of run
- Day Shift 4.45am till completion of run
- Trade 4.00am till completion of run

The exception to these arrangements are the following:

Waste Services Coordinator	3.45am - 12.15pm
Weekend tip operations Lunch break)	7.30am - 4.30pm (including 30 minute
Night Shift Supervisor	4.00pm - 12.00 midnight
Loader Operator	4.45am - 1.15pm

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#### **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 up to six permanent staff, based on a mix of permanent waste service staff and by the temporary transfer of other permanent council staff. This will create development opportunities on a rotational basis for permanent staff from other work areas for a specified period of 3-4 months. 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 a temporary transfer for short emergency replacement where notice is given in advance of long term absence.

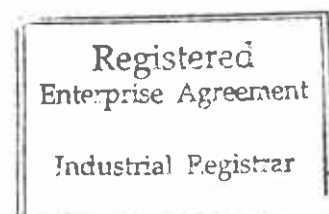
#### **15. Casuals**

Casuals (Driver & Labourer) will be paid the amount specified in Table 1 per shift (inclusive of Casual Loading). 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. If their run is not concluded within normal working hours under Clause 4 for one Waste Collection run then all staff including casuals shall be paid at overtime rates for the remainder of the run.

Casuals will receive 1 each of the following safety clothing, vest/shirt; sloppy joe; pair shorts; and joggers.

#### **16. Staff Establishment**

This agreement allows for the employment of a (maximum) 34 full time permanent staff on current circumstances as outlined in Table 2. Changes to this core number will be subject to clause 23.



## 17. Future Vacancies

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

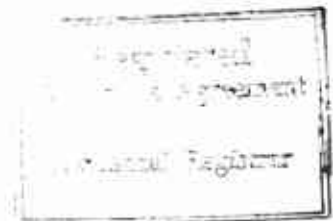
A process to review work practices to enhance productivity and efficiency, whilst focusing on quality customer service, shall be followed and only when the need is validated shall the position be approved for the appointment of a replacement.

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## 18. 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.
- \* Medical examination



## 19. 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.

## 20. 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 Works and Services

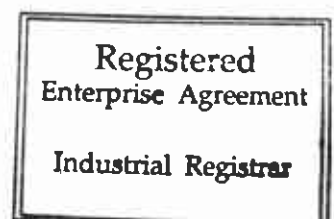
### 20.1 Annual Leave

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.

### 20.2 Sick Leave

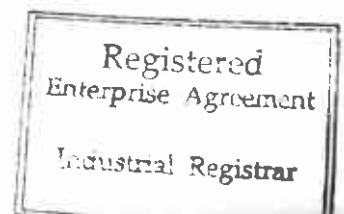
- (i) Staff who are unable, due to sickness, to attend for duty shall be entitled during each year of service to sick leave as provided for in the Award subject to the following conditions:



- (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) day's 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.

## 21. Performance Bonuses

A bonus scheme will exist for individuals based on a criteria for sick leave and a satisfactory level of quality service measured by complaint levels, response time to missed bins etc. 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 bonus year individuals can receive a maximum bonus of



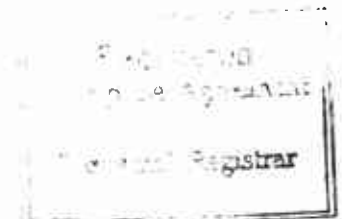
\$2,000 per annum and accrue untaken leave. This will be based on the taking of no more than eight sick days in the previous 12 months. Part time employees will be eligible for a pro rata bonus.

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.

For the purpose of this agreement the bonus period will be from the first Friday in August to the first Thursday in August of the following year.

20 Days left	\$2,000	Accrue 20 Days
19 Days left	\$2,000	Accrue 19 Days
18 Days Left	\$2,000	Accrue 18 Days
17 Days left	\$2,000	Accrue 17 Days
16 Days left	\$2,000	Accrue 16 Days
15 Days left	\$2,000	Accrue 15 Days
14 Days left	\$2,000	Accrue 14 Days
13 Days left	\$2,000	Accrue 13 Days
12 Days left	\$2,000	Accrue 12 days
11 Days left	\$1600	Accrue 7 days
10 Days left	\$1300	Accrue 5 days
9 Days left	\$1000	Accrue 5 days
8 Days left	\$700	Accrue 4 days
7 Days left	\$300	Accrue 4 days
6 - 0 Days	0	Accrue balance/zero

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. Staff commencing during the year and with Council at the end of the bonus period will receive a pro-rata bonus and will have their leave records adjusted on that pro-rata basis.

## **22. 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.

- Training which will include, hazard specific and health and safety systems.
- Employees assisting in identifying risks and offering suggestions for improvement and used in developing Safe Operating Procedures.
- Safe Operating Procedures being developed and then implemented by being read and adhered to by all staff including casuals
- Consultation on occupational health and safety matters.

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, take an appropriate amount of time to complete runs in a reasonable time frame given the health and safety of staff is paramount. The taking of sufficient breaks also applies to groups of working days and between days or shifts.

**23. Boundary Review**

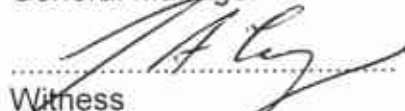
Nothing within this agreement will prevent Council adjusting staff numbers, plant and runs and alterations to same and other aspects of the agreement to implement direct changes made by the outcomes of a Boundary review. That is staff can be transferred to the new Council and existing numbers for Leichhardt reduced to match new areas assigned after the Boundary Commission decision. The provisions of the Voluntary Merger of Council's Legislation (Canada Bay) will apply including no forced redundancies and Salary and Employment Conditions will be maintained for a minimum period of 3 years. Also the underlying principle of this agreement is to be kept in tact so as not to render the new or changed agreements in the new or existing Council less advantageous to the staff member than the terms and conditions of this agreement.

**24. Project Review**

The operation of this Agreement shall be reviewed in detail on or before the 15 May 2004 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.

Signed on behalf of )  
LEICHHARDT COUNCIL )  
in the presence of )

  
.....  
General Manager

  
.....  
Witness

Signed on behalf of Federated Municipal & )  
Shire Council Employees Union )

  
..... 26/2/02  
General Secretary

in the presence of

  
.....  
Witness

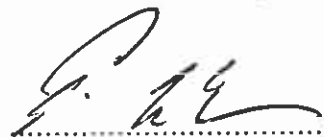
  
.....  
Delegate



TABLE 1

Positions	Weekly Rate
Waste Services Coordinator (hourly rate will vary for 38 hour per week employee acting in the position)	\$938.17
Team Member Driver	\$804.50
Team Member Labourer	\$772.78
Weekend Tip Team Member (Overtime Rate)	\$33.98 ph
Weekend Tip Supervisor (Overtime Rate)	\$37.39 ph
Trade Waste Leading Hand <input type="checkbox"/>	\$850.93
Night shift Leading Hand	\$820.00
Night Shift Supervisor	\$850.93
Waste Inspector	\$820.00
Loader Operator	\$815.81
Casual Driver/Labourer (inclusive of Casual Loading) (see clause 15)	\$154.55 per shift

The salaries above 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.





**Table 2**

This agreement allows for the employment of a (maximum) 34 full time permanent staff (on current circumstances) as outlined below.

Collection crews large truck (6)	18
Collection crews small truck (1)	3
Waste Supervisor	1
Waste Inspector	2
Night Shift Supervisor	1
Loader Operator	1 <input type="checkbox"/>
Pool	6 ( maximum)
Trade Waste	2
total	34( maximum)

Changes to this core number will be subject to Clause 23

