

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA12/6

**TITLE: Fairfield City Council Domestic Garbage Collection Service
Enterprise Agreement 2012**

I.R.C. NO: IRC12/360

DATE APPROVED/COMMENCEMENT: 2 March 2012 / 2 March 2012

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA06/101.

GAZETTAL REFERENCE: 29 June 2012

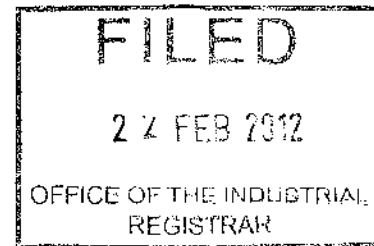
DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Fairfield City Council, located at Avoca Road, Wakeley NSW 2176, who are engaged in the Council's domestic garbage service, who fall within the Local Government (State) Award 2010.

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



Domestic Garbage Collection Service

Enterprise Agreement 2012

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FAIRFEILD CITY COUNCIL**DOMESTIC GARBAGE COLLECTION SERVICE
ENTERPRISE AGREEMENT 2012****1. TITLE OF AGREEMENT**

- i. This Agreement shall be known as the **Fairfield City Council Domestic Garbage Collection Service Enterprise Agreement 2012** (hereinafter referred to as the 'Agreement').

2. PARTIES BOUND BY AGREEMENT

- i. This Agreement is made between Fairfield City Council (hereinafter referred to as "the Council") and the New South Wales Government, Clerical Administration, Energy, Airlines & Utilities Union (hereinafter referred to as "the union").

3. STATEMENT OF INTENT

- i. For Council to improve its competitiveness the parties agree that greater flexibility is required in the conditions and systems of work aimed at improving productivity, whilst maintaining efficient and effective customer service standards.
- ii. This will be achieved when the parties to this Agreement:
 - a) are committed to the promotion of customer satisfaction, continuity of operations and uncompromised service delivery to the community,
 - b) fully co-operate to ensure that the budget projections underpinning the conditions within this Agreement are cost effective and efficient for garbage collection services to be achieved,
 - c) are committed to achieving quality service delivery, best practice and being cost competitive in comparison to other garbage service providers,
 - d) agree to fully co-operate in reducing the incidence and cost of worker's compensation and leave liability thereby enhancing employee safety, work-life balance and service delivery competitiveness,
 - e) agree to fully co-operate in minimising lost time through absenteeism and sick leave,
 - f) undertake all work in accordance with Council's Occupational Health and Safety Management System, and
 - g) undertake that for the life of this Agreement, there will be no further pay increases sought or granted, other than those outlined in the *Local Government (State) Award 2010* or those payable under Council's Outdoor Salary System. (This Agreement will be read and interpreted in conjunction with the *Local Government (State) Award* only. This Agreement will prevail to the extent of any inconsistency).
- iii. In addition to the above, competitiveness will be improved within a constructive culture. This culture is created from an environment of consistent practice, where staff can expect similar

responses to similar issues, generating an environment of transparency where mutual trust flourishes and Council's core values are engendered.

4. AREA, INCIDENCE AND DURATION

- i. The Agreement shall cover all employees employed in Council's Domestic Garbage Collection service.
- ii. The Agreement shall come into operation from the first full pay period to commence on or after the date of certification by the NSW Industrial Relations Commission, and shall remain in force for a period of three (3) years until [Date].
- iii. The Agreement replaces all existing Agreements with binding application on the parties in relation to Domestic Garbage Collection service employees and as such the terms and conditions outlined therein will become inoperable following the ratification of this Agreement.
- iv. The Agreement has no affiliation to any other Council Enterprise Agreements and will remain in place until replaced or repealed.

5. ANTI DISCRIMINATION

- i. The parties agree to be bound by the obligations outlined in Clause 3 of the *Local Government (State) Award, 2010* (hereafter referred to as the 'Award').

6. AGREEMENT NOT ENTERED INTO UNDER DURESS

- i. This Agreement was not entered into under duress or coercion by the parties to this Agreement.

7. CODE OF CONDUCT

- i. Council has adopted a Code of Conduct that incorporates the provisions of the Model Code as required by section 440 of the Local Government Act 1993 (NSW).
- ii. Employees will diligently follow the Code and any variations thereof.

8. HOURS OF WORK / JOB AND FINISH

- i. The daily start time, finish time and shift duration is dependent on the time taken for the employee to complete the daily bin load allocation of up to 1250 bins.
- ii. Ordinary hours will be no greater than thirty eight (38) hours per week or seven (7) hours and thirty six (36) minutes per day, and in line with Job and Finish, employees will have completed their shift once they have reached their daily bin load allocation.
- iii. Ordinary work will include:
 - a. The necessary refueling of garbage vehicles; and

- b. The taking of three (3) full garbage truck loads to the Eastern Creek waste depot each day, and
 - c. Employees rendering assistance and help to each other to complete the day's workload including when minor collection vehicle breakdowns occur.
- iv. Minor collection vehicle breakdowns do occur due to the nature of the garbage collection industry, and employees covered by this agreement agree to render the necessary assistance to ensure run completion is achieved as soon as possible. However where assistance following a breakdown is necessary and is not available, employees will be eligible to request overtime without the loss of the Business Continuity and Productivity Payment (BCPP) in accordance with 9.3(v).
 - v. Council recognises there are seasonal differences in waste collection and the daily bin load allocation may not reach 1250 in summer months. Employees will not experience any detriment for any seasonal variation in service demand.

9. BUSINESS CONTINUITY AND PRODUCTIVITY PAYMENT

- i. The parties to this Agreement undertake to ensure the promotion of sustained customer satisfaction, continuity of operations, Council sustainability and uncompromised service delivery to the community throughout all Domestic Garbage Collection activity regardless of the circumstances.
- ii. In recognition of the sustained effort and focus required from Domestic Garbage Collection employees in achieving this ambition, Council will provide a daily Business Continuity and Productivity Payment (BCPP) to tenured Council employees of fifty five dollars and forty three cents (\$55.43) per day for each Domestic Garbage Collection employee from the first full pay period to commence on or after the date of certification of this Agreement by the NSW Industrial Relations Commission.
- iii. This amount will increase, in consideration of Award increases, on the first full pay period after 1 July, 2012 to fifty seven dollars and twenty three cents (\$57.23) and increase again on the first full pay period after 1 July, 2013 to fifty nine dollars and nine cents (\$59.09).
- iv. All allowances prescribed by the Award are included within the BCPP.

9.1 Productivity & Continuity of Operations

- i. The BCPP is payable to all Domestic Garbage Collection employees where Domestic Garbage Collection service continuity and performance is maintained. This requires that every reasonable effort is exercised by Domestic Garbage Collection service employees in accordance with the terms and performance standards outlined within this Agreement. These include, but are not limited to:
 - a) all Domestic Garbage Collection Runs (Average of 1250, 240 – litre mobile garbage bins per garbage truck per day) will be completed as scheduled,
 - b) missed bins per run are maintained at less than point two percent (0.2%) of collections,
 - c) employees undertake to do whatever is reasonably necessary to ensure this target is met and this includes necessary refuelling of garbage vehicles and/or taking three (3) full garbage truck loads to the Eastern Creek waste depot each day, or rendering assistance and help each other to complete the day's workload including when minor collection vehicle breakdowns occur,
 - d) greater than ninety percent (90%) attendance at Council directed training or meetings such as OHS and skills and competency training, and

- e) employees comply with Council's OHS policies and procedures, including but not limited to the OHS Branch Plan.

9.2 Impact to Productivity or Continuity of Domestic Garbage Collection Services

- i. Where through the act, omission, or absence within the control of the Domestic Garbage Collection service employee/s results in a fall in Domestic Garbage Collection services productivity or a failure to meet any of the requirements listed in Clause 9.1, 9.2, 9.3, 9.4, 9.5 and 9.6 and Clause 12, employees will be given formal notice that they are not meeting the eligibility requirements for the BCPP. In such circumstances the employee/s will be given twenty four (24) hours to requalify for the BCPP without loss of payment.
- ii. Re-qualification will require the employee/s to rectify the issue or meet the required standard within twenty four (24) hours.
- iii. If an employee, or employees, is/are unable to requalify within a twenty four (24) hour period, the BCPP payment will be withheld until recovery of costs are regained and/or until such time that Council is satisfied that sustainable continuity of the Domestic Garbage Collection service has been re-established.
- iv. Only two (2) notices will be given in any twelve (12) month period.
- v. Where re-qualification is not achieved or where more than two (2) notices have been given in a twelve (12) month period, Council may, depending on the circumstances:
 - a. apply Council's Performance Management & Disciplinary policies and procedures with the relevant employee/s, and
 - b. consider and/or action withholding the BCPP until recovery of costs are regained and/or until such time that Council is satisfied that sustainable continuity of Domestic Garbage Collection operations has been re-established.
 - c. exercise its rights under Clause 13 of this Agreement.

9.3 Relationship to Overtime

- i. Overtime is not payable where the Business Continuity and Productivity Payment (BCPP) is claimed.
- ii. The parties recognise that minor collection vehicle breakdowns do occur due to the nature of the garbage collection, and employees agree to render assistance and help each other to complete the day's workload without the expectation of overtime. Ordinarily, three (3) full garbage truck loads are to be taken to the Eastern Creek waste depot each day without eligibility to overtime rates being applied.
- iii. In circumstances where an employee, through no fault of their own, is prevented from completing these runs and where directed by management, overtime may be claimed in lieu of the BCPP.
- iv. If overtime is elected over the BCPP then it is on the following qualifications:
 - a) management have authorised the overtime (management will positively consider overtime) if a fourth run is required, and
 - b) three (3) full garbage truck loads have been taken to the Eastern Creek waste depot each day without eligibility to overtime rates applying, and

- c) employees render assistance and help each other to complete the day's workload including when minor collection vehicle breakdowns, and
 - d) Overtime is only payable after thirty eight (38) hours per week or seven (7) hours and thirty six (36) minutes per day has been exceeded.
- v. Subject to the qualifications outlined in Clause 9.3 (iv), a-d, in circumstances where assistance following a breakdown is necessary and is not available, employees will be eligible to request overtime without the loss of the BCPP.

9.4 Relationship to BCPP payment whilst on Leave

- i. The BCPP is made for reasons of business continuity and productivity during the completion of runs and therefore BCPP will not be made during the following periods of leave:
 - a) sick,
 - b) carers,
 - c) long service,
 - d) parental,
 - e) adoption,
 - f) bereavement,
 - g) concessional leave,
 - h) other paid leave (jury service, union training, union conference), and
 - i) leave without pay.
- ii. The only time when BCCP will be paid while not completing runs is on annual leave. As consideration of this, a schedule will be developed within two (2) months of the certification of this Agreement directing Domestic Garbage Collection service employees to take accumulated annual leave balances in excess of eight (8) weeks. Employees will be given at least eight (8) weeks prior notification of the schedule before being directed to take leave.
- iii. All accumulated annual leave balances in excess of eight (8) weeks will be dispensed within two (2) years of the certification of this Agreement.

9.5 Provisions One Person Operated Garbage Trucks

- i. In addition to the terms and performance standards outlined in Clause 9.1 the following qualifications must be satisfied for One Person Operated Garbage Trucks, for payment of BCPP to apply :
 - a) each day up to 1250 bins will be emptied per garbage truck,
 - b) employees will refuel garbage trucks each day,
 - c) ordinarily three (3) full garbage truck loads are to be taken to the Eastern Creek waste depot each day,
 - d) employees render assistance and help each other to complete the day's workload including when minor collection vehicle breakdowns occur, and
 - e) management will support the action to educate residents to sufficiently space apart garbage and recycling bins, particularly focusing on the top of the cul-de-sac street situations. (Such support may include placing stickers on bins and written information delivered into letterboxes).

- ii. Council shall supply garbage trucks that are deemed suitable for the task of one person operated garbage disposal.

9.6 Provisions for Rear Load Compactor / Residential Flat Building Service

- i. In addition to the terms and performance standards outlined in Clause 9.1 the following qualifications must be satisfied for Rear Load Compactor / Residential Flat Building Service for payment of BCPP to apply :
 - a) one Rear Load Compactor will deliver the Residential Flat Building service daily and comprise a two (2) person crew, and
 - b) steel containers are to be placed back appropriately in the relevant storage facility of the property, avoiding damage to any storage enclosure, and
 - c) wheelie bins are to be emptied and returned to the position where presented prior to emptying.

9.7 Auditing of satisfaction of qualification for BCPP

- i. Council will routinely audit and document results of each of the qualifying indicia for BCPP (as outlined in sub-clauses 9.1, 9.2, 9.3, 9.4, 9.5 and 9.6 above and Clause 12 below) providing Domestic Garbage Collection service employees with a measure of their performance.
- ii. In circumstances where service continuity and/or performance is in any way compromised the procedure in sub-clause 9.2 of this Agreement will be followed.

10. VOLUNTARY SECONDARY EMPLOYMENT PROVISION

- i. Where an employee is employed in a second position on the Council's organisation structure, the second position may, for all purposes of this Agreement, be regarded as a separate and distinct employment engagement from the original employment provided that:
 - a. the positions involve different duties and functions; and
 - b. the employee instigated/ applies for the employment in the second position.
- ii. All hours worked and entitlements accrued in an employee's second position with Council will be calculated separately to the hours worked in the employee's primary position with Council.
- iii. The BCPP will not be applicable for Domestic Garbage Collection employees in relation to the second position with Council.

11. CONTINGENCY PLAN

- i. In circumstances where a Domestic Garbage Collection service employee is prevented from attending and undertaking work due to a disaster caused by human action or neglect and provided Council is unable to find alternate duties that the employee can usefully perform, the employee will be required to take accumulated leave from the following leave pools in the order listed below:
 - a) concessional,
 - b) annual, and
 - c) long service leave

from the third day that the employee is prevented from attending work until they resume work.

- ii. The first two (2) working days after the employee is prevented from attending and undertaking work will be paid as special paid leave and this period will enable Council to find them alternate duties (that they can usefully perform).
- iii. If an employee has no leave balances, at the Executive Manager's discretion, they may be able to access future annual leave balances.
- iv. Subject to the details outlined above, nothing in this Clause prevents or inhibits the application of Clause 11 (v) of the Award pertaining to a disaster resulting from "bushfire or other climatic circumstance".
- v. Clause 11 (v) of the Award states:

An employee's ordinary pay shall not be reduced when the employee is prevented from attending work due to bushfire or other climatic circumstances beyond their control, provided that this subclause shall not apply if:

- *alternative duties are available that the employee can usefully perform, or*
- *the bushfire or other climatic circumstance occurred outside of the State of New South Wales.*

12. KEY PERFORMANCE INDICATORS

- i. Service continuity, sustainability, quality and performance shall be assessed utilising the following key performances indicators (KPIs):
 - a) number of missed services per 10,000 services,
 - b) number of complaints per 10,000 services,
 - c) results of periodic survey of resident satisfaction with services,
 - d) garbage fleet maintenance and fuel usage costs,
 - e) number and cost of accident damage repairs, and
 - f) operators of plant to conduct necessary safety inspections.
- ii. The results of each of the KPIs will be provided to staff for consideration and assessment and used to enhance effectiveness and cost competitiveness of the Domestic Garbage Collection services and to highlight problem matters that may be resolved by training or negotiation between the parties.

13. GRIEVANCE/DISPUTE PROCEDURE

- i. The parties agree to be bound by the obligations outlined in Clause 31 of the Award or any amendments made from time to time.

14. OCCUPATIONAL HEALTH AND SAFETY

- i. The parties are committed to undertaking all work in accordance with Council's Occupational Health and Safety Management System.
- ii. Council will also follow the obligations outlined in Clause 33 of the Award or any amendments made from time to time.

15. NOT TO BE USED AS PRECEDENT

- i. This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other section of Council and is independent of other Council Enterprise Agreements.

16. RELATIONSHIP TO THE AWARD

- i. Where this Agreement is silent on core conditions of employment such as annual leave, the Award as amended from time to time will apply.
- ii. Where there is any inconsistency between this Agreement and the Award, this Agreement shall prevail.

17. VARIATION TO AGREEMENT

- i. Council commits to a run review within twelve (12) months of the date of certification of this Agreement.
- ii. Nothing in this Agreement shall preclude any additional variation where a specific need is mutually agreed upon. This may include but is not limited to variations to the agreed method of work, increased levels of service to residents and other initiatives offering benefits to the parties. Pay increases outside of those provided by the Award, those provided in this Agreement and those payable under Council's Outdoor Salary System will not be considered.

18. INTENTION FOR PERMANENT EMPLOYMENT

- i. Fairfield City Council is principally committed to the retention of direct employment throughout its operations where it is operationally feasible to do so. It recognizes the importance and contribution that casual, labor hire and contract employees can make to continuity of operations, however it has no current intention to replace permanent staff with casual, labour hire or contract staff on a permanent basis.
- ii. Council reserves the right to adjust its approach to resourcing as necessary to respond to changing operational and environmental challenges, however, should this require a change to its current commitment to permanent resourcing, Council undertakes to consult affected staff in accordance with clause 34 of the Award and Council's established workplace reform processes.

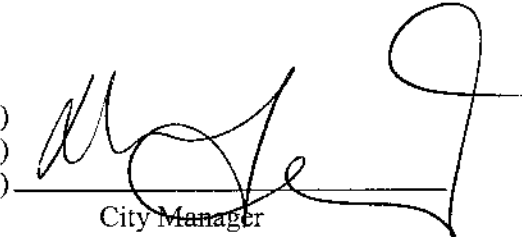
19. LEAVE RESERVED

- i. This clause applies to employees who were in Council's employ at 15 February 1993 and who were entitled to payment of accumulated sick leave on termination of employment under Council Enterprise Agreements operating prior to commencement of this Agreement (the 'paid sick leave entitlement')
- ii. Leave is reserved to Council and employees entitled to the paid sick leave entitlement to make an application for a separate Agreement in relation to the paid sick leave entitlement.
- iii. Employees who receive this entitlement as at the date of ratification will continue to receive the entitlement whilst the entitlement remains in effect at Council generally.

20. SIGNATURES

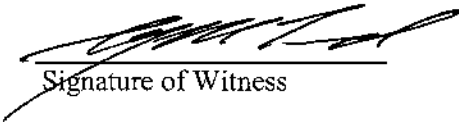
SIGNED on behalf of

FAIRFIELD CITY COUNCIL

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)
) 

 City Manager

In the presence of:



 Signature of Witness

Andrew McLeod
 Name of Witness

10/02/12
 Date

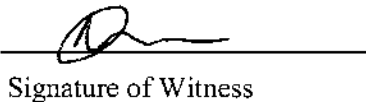
SIGNED on behalf of

UNITED SERVICE UNION

)
) 

 General Secretary

In the presence of:



 Signature of Witness

NATALIE DABARERA
 Name of Witness

09/02/12
 Date