

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/19

TITLE: Orange City Council Road Rehabilitation Enterprise Agreement

I.R.C. NO: 2001/7355

DATE APPROVED/COMMENCEMENT: 4 December 2001

TERM: 4 December 2003

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 15 March 2002

DATE TERMINATED:

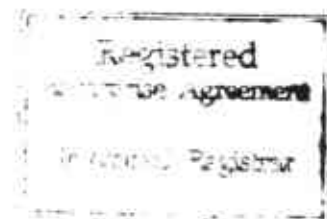
NUMBER OF PAGES: 11

**COVERAGE/DESCRIPTION OF
EMPLOYEES:** Applies to operational staff engaged in road rehabilitation and grading activities

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

ORANGE CITY COUNCIL

ROAD REHABILITATION ENTERPRISE AGREEMENT



1. Title And Intention Of The Parties

This Enterprise Agreement is made in accordance with the provisions of section 29 to 47 of the Industrial Relations Act, 1996 and shall be known as the Orange City Council Road Rehabilitation Agreement and will be the basis for rewarding operational staff engaged in road rehabilitation and grading activities for exceeding performance targets and maintaining a high standard of work in line with quality assurance principles.

The base team of employees working under this agreement will consist of five operators. Relief staff will be given the opportunity to join the team and will then be required to operate under the terms and conditions of this agreement.

2. The Parties

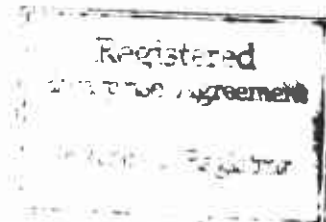
- 2.1 The Parties to this Agreement are Orange City Council (herein after referred to as the Council) and the Federated Municipal and Shire Council Employees' Union of Australia (New South Wales Division) (herein after referred to as the Union).

3. Duration

- 3.1 The Agreement and the benefits accruing under it will commence from the date of ~~signing~~ ^{approval} and remain in force for a period of two years.

4. Relationship With The Award

- 4.1 This Agreement shall be read and interpreted wholly in conjunction with the Local Government (State) Award 2000 and any amendments to that award.
- 4.2 This agreement shall not affect the payment of award based increases and there shall be no absorption of such increases for the purposes of this agreement unless the award increase is to compensate for provisions provided for in this agreement.
- 4.3 In the event of any inconsistency between the award and this agreement the agreement shall prevail to the extent of the inconsistency.
- 4.4 Where this agreement is silent the award shall prevail.

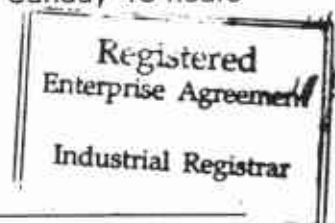


5. Principles

- 5.1 The Agreement reflects a commitment by all employees of Council to act in a responsible manner to each other
- 5.2 The Agreement provides an opportunity for improved remuneration linked to productivity gains.
- 5.3 The Agreement represents a commitment by the Council and its employees to provide a team approach to meet the needs of the Community.
- 5.4 The purpose of the Agreement is to allow the parties to enter into the processes of change together, to continually improve the quality, efficiency and productivity of Council, providing improved customer service
- 5.5 Nothing in this Agreement shall be taken or used to impede, inhibit, or prevent any Council decision taken as a strategy to develop competitive work practices where such works can be identified, specified and submitted for public tendering.
- 5.6 The parties to this agreement are committed to improving the efficiency and effectiveness of road rehabilitation and grading works, and to ensure that the local road network offers the residents of the City of Orange a high level of amenity at a competitive cost.
- 5.7 To gain improvements in the cost effectiveness of road rehabilitation and grading works, equipment is required to be used in a flexible manner for periods in excess of those provided by standard hours.
- 5.8 Council reserves the right to utilise external contractors as and when considered necessary to facilitate works being undertaken in a timely manner.
- 5.9 The rehabilitation team, including relief staff, understand that from time to time individuals may be required to perform duties that are within the limits of the employees skill, competence and training but are not contemplated within the terms of this agreement.

6. Spread Of Hours

- 6.1 The spread of hours for work will be from 6.00am to 6.00pm Monday to Sunday.
- 6.2 When Council requires the team to work on a Saturday or Sunday 48 hours prior notice will be given.



7. Hours of Work

- 7.1 The rehabilitation team may determine to work as many hours within the spread of hours prescribed in Clause 6 as they believe are reasonable to safely and efficiently carry out programmed grading and rehabilitation works.
- 7.2 The minimum number of working hours each fortnight shall be 76. Overtime rates of pay do not apply to time worked in excess of 76 hours per fortnight, within the spread of hours specified in Clause 6 of this agreement, but rather are rewarded through the increase in rates detailed in Clause 8, Rates of Pay.
- 7.3 Subject to budgetary constraints Council reserves the right to limit the number of hours that can be worked in excess of the minimum 76 hours per fortnight.
- 7.4 Standard hours for the purposes of calculating the rates of pay in this agreement are based on an 8 hour 26 minute day and a nine day fortnight.

8. Rates Of Pay

- 8.1 A productivity bonus, where applicable, will be paid on a fortnightly basis in addition to the existing current rates of pay. This productivity bonus will be calculated in accordance with Clause 9 of this agreement.
- 8.2 The operator of the cement spreader shall be paid the Garbage Allowance instead of the Disability Allowance when operating the cement spreader.

9. Productivity Bonus

- 9.1 A productivity bonus will be paid to the rehabilitation team based on 50% of the savings achieved above an output of 1300m² per day on urban streets and 2200m² per day on rural roads in an 8 hour 26 minute day. The bonus will be calculated daily and paid on a fortnightly basis.
- 9.2 Cost savings will be calculated in accordance with the guidelines detailed below and the measures established in Appendix 1:



9.3 Cost savings will be calculated in accordance with the guidelines detailed below and the measures established Appendix 1:

- (i) Appendix 1 shows savings to Council for production in excess of the base daily output. Increased daily costs are also shown for production of less than the base output.
- (ii) No performance bonus will be paid for work not conforming to Council's quality procedures.
- (iii) Where the average productivity bonus payments are calculated to be a negative value they will be taken to be zero for the daily period in question.
- (iv) The output required before the productivity bonus would apply will increase proportionately to the length of time worked on a particular day eg an increase in working time of 10% to 9 hours 17 minutes would require the base output to be increased by 10% to 1320m² and 2420m² on urban and rural roads respectively.

10. Quality Assurance

10.1 Work under this agreement shall be undertaken observing good practice and quality assurance principles. The requirements of Council's quality assurance procedures are to be observed to facilitate safe work practices, minimal environmental impact and a quality product.

11. Relief Team

Council reserves the right to allocate a relief team to operate rehabilitation and grading equipment during those periods when members of the regular team are not available.

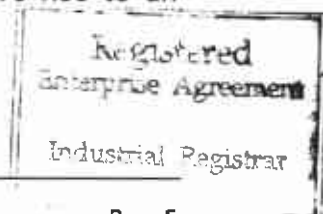
Prior to relief staff being placed in the Rehabilitation Team consultation will take place between the Team Leader and Council's Senior Overseer.

12. Grievance and Dispute Procedures

The parties are strongly committed to consultation and joint problem solving.

The aim of this procedure is to ensure that where there is a potential for dispute, agreed steps are followed to ensure prompt resolution of the issue through a process of conciliation where the parties act in good faith. These steps should start at the workplace and involve minimal formality.

The parties shall respectively notify each other as soon as possible of any industrial matter which in the opinion of that party might give rise to an industrial dispute.



In the event of a dispute/grievance arising at the job level, the employee(s) and the person in charge shall immediately confer at the job level and shall attempt to resolve the issue without delay.

If no Agreement can be reached at job level, a delegate or employee representative shall discuss the matter in dispute with the relevant manager or his/her representative.

If no Agreement can be reached at manager level then discussions shall take place between the General Manager and the employee concerned, or their representative in order to resolve the issue.

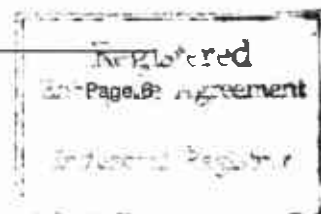
At any stage in the above procedures, a party to the grievance or dispute may:-

- Request the involvement of higher level management.
- Seek assistance from a representative of the employee's union.
- Seek assistance from the Local Government Association.
- Refer the matter to the Industrial Relation Commission.

13.8 Pending completion of the above procedures, work shall continue as normal without interruption. No party shall engage in provocative action and pending resolution of the dispute the circumstances existing prior to the dispute shall continue.

13. Anti-Discrimination

- (i) It is the intention of the parties bound by this agreement to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;



- (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the Anti-Discrimination Act 1977 provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

14. Renegotiation Of The Agreement


14.1 The parties to this agreement shall meet to renegotiate the provisions contained herein six months prior to its cessation. Should there be no agreement between the parties, this agreement shall remain in force until rescinded by the making of a new agreement.

14.2 During the term of this agreement negotiation may take place between the parties to resolve any issues with respect to the nature of this agreement which may arise from the operation of this agreement.

15. Signatories To The Agreement

14.1 In signing this Agreement, the parties agree that the rates of pay and the implementation of the conditions provided for in this Agreement will take effect from the date of signing.

SIGNED on behalf of)
 ORANGE CITY)
 COUNCIL)
 In the presence of)



Witness



SIGNED on behalf of the)
 FEDERATED MUNICIPAL AND SHIRE)
 COUNCIL EMPLOYEES' UNION OF)



AUSTRALIA, (NEW SOUTH WALES
DIVISION)
In the presence of \

[Signature]
.....
Acting General Secretary

[Signature]
.....
Witness

Registered
Enterprise Agreement
Industrial Registrar

APPENDIX 1

Registered
Enterprise Agreement
Industrial Registrar

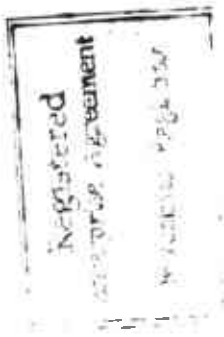
ROAD REHABILITATION PRODUCTIVITY CALCULATIONS

| RESOURCE | RATE | UNIT | OUTPUT m ² /18.44 hour day) | | | | | | | | | | | | | | | | | | | | | | |
|--|----------------|--------|--|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|---------|--------|---------|---------|---------|---------|--------|---------|---------|---------|---------|---------|
| | | | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | 2500 | 2600 | 2700 | 2800 | 2900 | 3000 | 3100.00 | 3200 |
| Team Leader | 20.45/h | B 44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 |
| Operators * 4 | 18.55/h | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 |
| Plant | 205.00/h | B 44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 |
| Cement | 183.00/tonnast | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 |
| Cost per day | 4142.7 | 4289.4 | 4426.1 | 4562.8 | 4700.5 | 4839.2 | 4978.9 | 5119.6 | 5261.3 | 5404.0 | 5547.7 | 5692.4 | 5838.1 | 5984.8 | 6132.5 | 6281.2 | 6430.9 | 6581.6 | 6733.3 | 6886.0 | 7039.7 | 7194.4 | 7350.1 | 7506.8 | 7664.5 |
| Cost per m ² | 3.996 | 3.7681 | 3.5745 | 3.4124 | 3.2735 | 3.153 | 3.0477 | 2.9547 | 2.872 | 2.7981 | 2.7313 | 2.6713 | 2.6186 | 2.5726 | 2.5326 | 2.4986 | 2.4706 | 2.4476 | 2.4297 | 2.4157 | 2.4057 | 2.3991 | 2.31 | 2.26 | 2.2573 |
| Saving per day based on production of 1300m ² per day | | -583.6 | -389.1 | -194.5 | 0 | 194.54 | 389.08 | 583.63 | 778.17 | 972.71 | 1167.24 | 1360.76 | 1553.26 | 1744.74 | 1935.2 | 2124.64 | 2313.06 | 2500.46 | 2686.84 | 2872.2 | 3056.54 | 3239.84 | 3422.12 | 3603.38 | 3783.62 |
| Team bonus per day | | -251.8 | -194.5 | -97.27 | 0 | 97.271 | 194.54 | 291.81 | 389.08 | 486.32 | 583.53 | 680.9 | 778.24 | 875.54 | 972.79 | 1070 | 1167.3 | 1264.5 | 1361.6 | 1458.6 | 1555.5 | 1652.3 | 1749 | 1845.6 | 1942.2 |
| Team bonus per hour | | -34.58 | -23.05 | -11.53 | 0 | 11.525 | 23.05 | 34.575 | 46.1 | 57.625 | 69.15 | 80.675 | 92.2 | 103.73 | 115.25 | 126.78 | 138.3 | 149.83 | 161.35 | 172.86 | 184.4 | 195.93 | 207.45 | 218.98 | 230.5 |
| Equivalent m ² per hour | | 118.48 | 130.33 | 142.18 | 154.03 | 165.88 | 177.73 | 189.57 | 201.42 | 213.27 | 225.12 | 236.97 | 248.82 | 260.66 | 272.51 | 284.36 | 296.21 | 308.06 | 319.91 | 331.76 | 343.6 | 355.45 | 367.30 | 379.15 | 391 |
| Team bonus per day less 40% - based on daily calculation | | 0 | 0 | 0 | 0 | 56.363 | 112.73 | 175.09 | 237.45 | 299.81 | 362.18 | 424.54 | 486.9 | 549.26 | 611.63 | 673.99 | 736.35 | 798.71 | 861.07 | 923.43 | 985.79 | 1048.15 | 1110.51 | 1172.87 | 1235.23 |

The team bonus equates to 58.4c per m² when daily production exceeds 1300m²

* Subject to quality of work being consistent with quality procedures

- # Plant
- Groder 17.00
- Water cart 19.00
- Road Reclaimer 70.00
- Roller Council 65.00
- Cement Spreader 34.00
- 205.00



ROAD REHABILITATION PRODUCTIVITY CALCULATIONS

Nominal 2% 150mm deep (Rural roads)

| RESOURCE | RATE | UNIT | OUTPUT m ² /(8.44 hour day) | | | | | | | | | | | | | | | | | | | | | |
|--|---------------|--------|--|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|--------|
| | | | 2000 | 2100 | 2200 | 2300 | 2400 | 2500 | 2600 | 2700 | 2800 | 2900 | 3000 | 3100 | 3200 | 3300 | 3400 | 3500 | 3600 | 3700 | 3800 | 3900 | 4000 | 4100 |
| Team Leader | 30.45/h | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 |
| Operators * 4 | 18.55/h | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 | 33.76 |
| Plant | 205.00/h | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 | 8.44 |
| Cement | 183.00/tonnes | 12 | 12.6 | 13.2 | 13.8 | 14.4 | 15 | 15.6 | 16.2 | 16.8 | 17.4 | 18 | 18.6 | 19.2 | 19.8 | 20.4 | 21 | 21.6 | 22.2 | 22.8 | 23.4 | 24 | 24.6 | 25.2 |
| Cost per day | 4485 | 4582.8 | 4680.6 | 4778.4 | 4876.2 | 4974 | 5071.8 | 5169.6 | 5267.4 | 5365.2 | 5463 | 5560.8 | 5658.6 | 5756.4 | 5854.2 | 5952 | 6049.8 | 6147.6 | 6245.4 | 6343.2 | 6441 | 6538.8 | 6636.6 | 6734.4 |
| Cost per m ² | 2.3425 | 2.1276 | 2.0776 | 2.0318 | 1.9868 | 1.9417 | 1.8972 | 1.8531 | 1.8094 | 1.7663 | 1.7238 | 1.6815 | 1.6405 | 1.6005 | 1.5615 | 1.5235 | 1.4865 | 1.4505 | 1.4155 | 1.3815 | 1.3485 | 1.3165 | 1.2855 | 1.2555 |
| Saving per day based on production of 2200m ² per day | | -229.9 | -115 | 0 | 114.96 | 229.91 | 344.87 | 459.83 | 574.78 | 689.74 | 804.71 | 919.65 | 1034.6 | 1149.5 | 1264.5 | 1379.5 | 1494.4 | 1609.4 | 1724.3 | 1839.3 | 1954.3 | 2069.2 | 2184.18 | 2299.1 |
| *Team bonus per day | | -115 | -57.48 | 0 | 57.478 | 114.96 | 172.45 | 229.91 | 287.39 | 344.87 | 402.35 | 459.83 | 517.3 | 574.78 | 632.26 | 689.74 | 747.22 | 804.7 | 862.17 | 919.65 | 977.13 | 1034.6 | 1092.09 | 1149.6 |
| **Team bonus per hour | | -13.62 | -6.81 | 0 | 6.8102 | 13.62 | 20.431 | 27.241 | 34.051 | 40.861 | 47.672 | 54.482 | 61.292 | 68.102 | 74.913 | 81.723 | 88.533 | 95.343 | 102.15 | 108.96 | 115.77 | 122.58 | 129.39 | 136.2 |
| Equivalent m ² per hour | | 236.97 | 248.87 | 260.66 | 272.51 | 284.36 | 296.21 | 308.06 | 319.91 | 331.76 | 343.61 | 355.45 | 367.3 | 379.15 | 391 | 402.84 | 414.69 | 426.54 | 438.39 | 450.24 | 462.09 | 473.93 | 485.782 | 497.63 |
| Team bonus per day less 40% - based on daily calculation | | 0 | 0 | 0 | 34.487 | 68.974 | 103.46 | 137.95 | 172.43 | 206.92 | 241.41 | 275.9 | 310.38 | 344.87 | 379.36 | 413.84 | 448.33 | 482.82 | 517.3 | 551.79 | 586.26 | 620.71 | 655.23 | 689.74 |

The team bonus equates to 34.5c per m² when daily production exceeds 2200m²

* Subject to quality of work being consistent with quality procedures.

Plant

- Grader 17.00
- Water cart 18.00
- Road Reclaimer 70.00
- Roller Council 65.00
- Cement Spreader 34.00
- 205.00

Not to be used for
 any other purpose
 without the approval of
 the project manager