

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/101

**TITLE: Fairfield City Council Domestic Garbage Collection Service
Enterprise Agreement 2005-2008**

I.R.C. NO: IRC6/183

DATE APPROVED/COMMENCEMENT: 27 January 2006 / 27 January 2006

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 17 March 2006

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 2004.

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

FAIRFIELD CITY COUNCIL

DOMESTIC GARBAGE COLLECTION SERVICE ENTERPRISE AGREEMENT

1. TITLE OF AGREEMENT

This Agreement will be known as the Fairfield City Council Domestic Garbage Collection Service Enterprise Agreement 2005/2008

2. THE PARTIES

This Agreement is made between the Fairfield City Council (herein after called the Council) and the United Services Union referred to as the 'parties'.

3. INTENTIONS OF THE PARTIES

- a) The parties to this Enterprise Agreement are committed to the promotion of customer satisfaction, innovation and continuous improvement of Council's garbage collection services. Under the terms and conditions of this agreement the United Services Union will be allowed the opportunity to induct new employees or to attend inductions of new employees that are covered by this agreement.
- b) The parties agree to fully co-operate to ensure that the budget projections for garbage collection services are achieved.
- c) The parties are committed to achieving long term job security through a focus on quality service delivery, best practice and being cost competitive in comparison to other garbage service providers.
- d) The parties agree to fully co-operate in reducing the incidence and cost of workers compensation thereby enhancing employee safety and service delivery competitiveness.
- e) The parties agree to fully co-operate in minimising lost time through absenteeism and sick leave.
- f) The parties undertake that for the life of this Enterprise Agreement, there will be no further pay increases sought or granted, except in relation to Council's Corporate Agreement, length of service incentive scheme, Outdoor staff bonus scheme and the Local Government (State) Award in which increases shall flow to the base rate weekly wage of this agreement and be the same quantum and operative from the same date as applies in the Award. This Agreement will be read and interpreted in conjunction with the Local Government [state] Award 2004, and any succeeding award or instrument. This

agreement will prevail to the extent of any inconsistency with the Award and/or any subsequent instrument.

4. DEFINITIONS

a) Employees covered by this agreement

Prime Operators		Relief Staff
G B Ngeru	M Gooch	J Antonio
G McCall	R Dunn	K Mossman
M Zeballos	G J Ngeru	T Brown
K Wensor	M Collier	
P Horn	J Catt	
M Fagan	R Taylor	

Any future employees recruited in Council's domestic garbage service, will be appointed under the terms of this agreement.

b) Award means the Local Government State Award 2004

c) Future Employees means any person employed under this agreement after the date of signing

5. 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, age and responsibilities as a carer.
- ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award 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 award 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.
- a. 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.”

6. DURATION

This Agreement, and the benefits accruing under it, will commence from the date of ratification by the Industrial Relations Commission of New South Wales and thereafter shall remain in force for a 3 year period.

7. AGREEMENT NOT ENTERED INTO UNDER DURESS

This Agreement was not entered into under duress by any employee.

8. PROVISIONS AND PRODUCTIVITY

A) **Provisions One Person Operated Garbage Trucks**

- Each day up to 1150 240-litre mobile garbage bins will be emptied per garbage truck.
- Employees will refuel garbage trucks each day.
- If required, 3 garbage truck loads are to be taken to the Eastern Creek waste depot each day.
- Council shall supply garbage trucks of 6 x 4 cab chassis with 23m³ bodies' approx. and fitted with surround grab type lifting arms. Garbage trucks to be kept for a maximum of six years operation.
- Minor collection vehicle breakdowns do occur due to the nature of the garbage collection industry, and the employees agree to render

assistance and help each other to complete the day's workload. However, employees are not to be disadvantaged and major breakdown assistance will attract overtime payment.

Employees to manually re position and empty mobile garbage bins in awkward or impeded situations. However employees are not to be disadvantaged for providing such efficient actions and the resolution of persistent bin positioning problems to be achieved with management support.

- Staff levels will be 12 prime operators(including the 3 prime operators within the RFB home units team) , with 3 relief employees and one working supervisor providing replacement for the prime operators. Relief employees will normally undertake work associated with the efficient discharge of garbage services as determined day to day by the Supervisor. Should the relief driver be allocated work in other waste collection activities which may operate to a four day work schedule, then the relief employee shall be considered to have worked one normal day in the five day week pattern of the one man operated garbage truck. However, the following will occur:
 - i) If one of the RFB staff members is on approved leave or worker's compensation for one or more full working week(s) then the relief employee shall only be required to work a 4 day week for the duration of the approved leave or worker's compensation.
 - ii) Overtime will be paid to the relief employee at the rate of 1.9 hours per day for replacement on the RFB service only, based on one day's work. This shall not occur if the relief employee is working in the RFB service arrangement in (i) above[full work week].
- 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.

Wage Rates

The parties agree to the following wage payment system:

- a) 5 day week pattern
- b) Base rate of \$945.37 per week(inc \$19 week annualised increase)
- c) Daily attendance/productivity bonus of \$40 per day. If the daily workload exceeds 1150 bins to be collected then

a suitable wage payment based on overtime payments or

productivity to be negotiated by the parties.

- d) Council's Corporate Agreement and length of service incentive payment will still be paid in addition to the base rate.
- e) Annual leave to be paid at full weekly bonus rate of \$1145.37 per Week.
- f) Sick leave for first 5 days of each year will be paid at full weekly bonus rate of \$1145.37 per week that is \$229.07 per day for the sick leave day. Any other sick leave to be paid at the base rate of \$945.37 per week, that is \$189.07 per day for the sick leave day. If an employee takes less than 5 days sick leave during the year, then the balance of the 5 days sick leave paid at the full weekly bonus rate will be carried forward into the following year.

All other leave including workers compensation will be paid at the base rate.

B. Provisions for Rear Load Compactor / RFB [home units] Service

- One Rear Load compactor will deliver the RFB service daily and comprise a 3 person crew.
- Existing employees Jeff Catt, Robert Taylor and Mark Collier or new appointed RFB staff will continue to work a 4 day week. Work schedules and replacement staff will be rostered over 5 days.
- The crew will empty the existing 283 steel container program twice a week and 3817, 240 litre wheelie bins once per week. This work will be conducted over 5 days Monday to Friday.
- Steel containers are to be placed back appropriately in the relevant storage facility of the property, avoiding damage to any storage enclosure. Wheelie bins are to be emptied and returned to the position where presented prior to emptying. This maintains the existing work method.
- Council has advised staff about the possibility of inground waste systems being installed in some or all of the RFB service properties. This will necessitate further discussions between the parties. By Dec 2005 a further 6 inground waste systems may be installed in home unit developments.
- If one of the existing RFB staff members is on approved leave or worker's compensation for one full working week or weeks, then the relief employee will only be required to work a 4 day week in this situation only.

Wages Rates

The parties agree to the following wage payment system:

- a) Base rate of \$945.37 per week
- b) Daily allowance/productivity bonus of \$50.00 per day for the 4 day week.
- c) Council's Corporate Agreement and length of service incentive payment will be paid in addition to the base rate.
- d) Annual leave will be paid at the full weekly bonus rate of \$1145.37 for nominated existing employees working a 4 day week.
- e) Sick leave for the first 4 days of each year will be paid at full daily bonus rate of \$286.34 for nominated employees working a 4 day week. Employees may carry forward into the following year the balance of any untaken 4 days sick leave to be paid at the full daily bonus rate. All other leave including workers compensation will be paid at the base rate.

D. Provisions For Bin Repair/ Relief Driver Employee

- The bin repair employee will become the 3rd relief employee and will undertake actual garbage collection work when required by the supervisor. The current bin repair employee will maintain existing 9 day fortnight working conditions as an only present occupant and be relief driver when required. Commencing time will be 4 am.
- Bin repair work means wheelie bin and steel container repairs and delivery and retrieval of wheelie bins and steel containers.
- Bin repair work undertaken by a person other than an employee who is a party to this agreement, shall attract a wage rate of no greater than level 3 street cleaner of Council's wage rate system, if a utility vehicle is used. However, if the bin repair truck is required then level 2 street cleaner rate will be paid.

Wage Payment System

- a) Base rate of \$945.37 per week.
- b) Daily attendance/productivity bonus of \$40 per day.
- c) Council's Corporate Agreement and length of service incentive payment will still be paid in addition to the base rate.

- d) Sick leave paid as per provisions for one man operated garbage trucks.

9. KEY PERFORMANCE INDICATORS/ASSESSMENT

Service quality and performance shall be assessed utilising the following key performance indicators:

Service Quality

- 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

Occupational Health & Safety Performance

- a) % cost of workers compensation to wages
- b) Number of man hours lost due to work injuries

Vehicle operations and use

- (a) Garbage fleet maintenance and fuel usage costs
- (b) Number and cost of accident damage repairs

The results of each of the key performance indicators (KPI's) will be provided to staff for consideration and assessment. The results of these indicators will be used to enhance effectiveness and cost competitiveness of the garbage services and to highlight problem matters that may be resolved by training or negotiation between the parties.

10. GRIEVANCE/DISPUTE PROCEDURE

A grievance or dispute shall be dealt with in the following manner as described hereunder :

- i. At any stage of the procedure, the employee(s) may be represented by their union or its local representative/delegate and the council represented by the Association.
- ii. The union delegate shall have reasonable time, without loss of pay, to discuss a grievance or dispute with management at the local level where prior approval is sought. Such approval shall not be unreasonably withheld.

- iii. A grievance or dispute shall be dealt with as follows:
 - a. The employee(s) shall notify the supervisor, or other authorised officers of any grievance or dispute and the remedy sought, in writing.
 - b. A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.
 - c. If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties shall be held as soon as practicable.
 - d. If the matter remains unresolved the general manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.
 - e. Where the matter remains unresolved, it may be referred to the employee's union or representative and by the general manager or other authorised officer to the Association for further discussion between the parties.
- iv. The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.
- v. During this procedure and while the matter is in the course of negotiation, conciliation and / or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal.

11. NOT TO BE USED AS A PRECEDENT

This agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other section of Fairfield City Council.

12. RELATIONSHIP TO AWARD

This agreement shall be read and interpreted wholly in conjunction with the Local Government State Award, provided that were there is any inconsistency between this Enterprise agreement and the Award, this Enterprise agreement shall take precedence.

13. ABSORPTION

The parties agree that all allowances prescribed by the award have been included in the rates of pay in this agreement.

14. VARIATION TO AGREEMENT

The parties agree that nothing in this agreement shall preclude a variation to this agreement were 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.

15. SIGNATURES

SIGNED on behalf of

FAIRFIELD CITY COUNCIL

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) _____

City Manager

In the presence of:

Signature of Witness

Name of Witness

Date

SIGNED on behalf of

UNITED SERVICES UNION

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) _____

General Secretary

In the presence of:

Signature of Witness

Name of Witness

Date

FAIRFIELD CITY COUNCIL

DOMESTIC GARBAGE COLLECTION SERVICE ENTERPRISE AGREEMENT 2005/2008

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