

ENTERPRISE AGREEMENT

NO. EA 98/118
.....

Registered
Enterprise Agreement
Industrial Registrar

DATE REGISTERED 16.3.98
.....

PRICE \$ 50-00
.....

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/118

TITLE: Council of the City of Sydney Waste Management Section Local
Workplace Agreement 1997

I.R.C. NO: 98/430

DATE APPROVED/COMMENCEMENT: 16 March 1998

TERM: 5 years

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

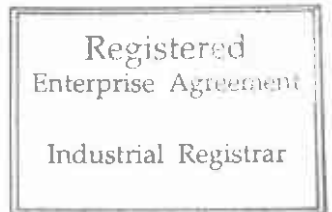
DATE TERMINATED:

NUMBER OF PAGES: 25

COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees working in the Waste Management Section of the Council

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



COUNCIL
OF
THE CITY OF SYDNEY

Registered
Enterprise Agreement
Industrial Registrar

WASTE MANAGEMENT
SECTION

Local Workplace Agreement.

1997

CLAUSE

PAGE

1.	PARTIES BOUND	3
2.	DATE AND PERIOD OF AGREEMENT	3
3.	AIM OF AGREEMENT	3
4.	OBJECTIVES OF AGREEMENT	4
5.	RELATIONSHIP WITH OTHER AWARDS/AGREEMENTS	5
6.	HOURS OF WORK	6
7.	PAYMENT OF WAGES	7
8.	PROFIT SHARING	8
9.	PRODUCTIVITY MONITORING COMMITTEE	10
10.	CORE STAFF /OTHER RESOURCES	12
11.	MULTISKILLING AND TRAINING	13
12.	CONTINUOUS IMPROVEMENT	13
13.	JOB ROTATION	14
14.	OCCUPATIONAL HEALTH AND SAFETY	14
15.	DOWN TIME	15
16.	ANNUAL LEAVE	15
17.	COMPLIANCE WITH CONDITIONS OF TENDER	15
18.	DISPUTES AND GRIEVANCE PROCEDURE	16
19.	CONTRACTORS AGREEMENT	17
20.	NO EXTRA CLAIMS	17
21.	NO DURESS	17
22.	SIGNATORIES TO THE AGREEMENT	18



**ATTACHMENT A - Waste Management Facility
Tender No 9706
Memorandum of Understanding**

EA

1. PARTIES BOUND

This Agreement shall be binding upon, The Council of City of Sydney and the MEU, and **all staff** of the Waste Management Section.

This Agreement was freely entered into without duress, by all the parties.

2. DATE AND PERIOD OF AGREEMENT

This Agreement shall commence from the date of registration in the NSW Industrial Relations Commission and shall remain in force for period of **5 years** from the date of registration.



3. AIM OF AGREEMENT

This agreement provides the scope for Council of City of Sydney, Waste Management Section to:

- develop a committed, flexible, competitive and highly skilled workforce, that is focused on commercial viability and maximum productivity while providing customers with the highest quality standard
- to introduce a profit sharing scheme that allows the staff that are employed in Waste Management Section to share in any net profits achieved from the workplace reform and competitive processes.

4. OBJECTIVES OF AGREEMENT

The objectives of this Agreement are:

1. By agreement to implement new conditions of employment as required.
2. To implement new methods of operation and matters ancillary to the new methods of operation that will ensure the Waste Management Sections operates as cost effective Enterprise.
3. To ensure that the expenditure forecasts as determined by the Waste Management Sections in-house tender bid are not exceeded.
4. To ensure that 'Industry Best Practice' is the minimum standard in place at any point time.
5. To foster a co-operative relationship between management and Staff . To empower Staff with the processes and training to have decision making capacity about their own workplace and the share in any net profits realised.
6. To engage the most acceptable and qualified Staff available and ensure that all Staff regularly attend appropriate training programs.
7. To remove all downtime where practicable.
8. To achieve the highest possible level of productivity.
9. To provide an efficient secure and safe working environment which offers career development and appropriate rewards for Staff .
10. To carry out work in accordance with the terms and conditions of the Waste Management Sections contract.



5. RELATIONSHIP WITH OTHER AWARDS/AGREEMENTS

- a) This agreement shall be read and interpreted in conjunction with the:

Council of the City of Sydney
(Wages Division - Wages and Conditions) Award 1990

Council of the City of Sydney
(Salary Division - Salary and Conditions) Award 1990

Council of City of Sydney
(Wages Division - Wages and Conditions) Interim Award 1994

Council of the City of Sydney
(Wages Division - Salary and Conditions) Interim 1994

Sydney City Council
Salary Band Award 1996

Joint Development Agreement (JDA), and any Council of City of Sydney Enterprise Agreement that may be in place or may be introduced during the life of the Agreement.

- b) In the event of any inconsistency between the Awards and this Local Workplace Agreement (LWA), this Agreement shall prevail to the extent of the inconsistency.
- c) In the event of any inconsistency between the Joint Development Agreement (JDA) and this Local Workplace Agreement (LWA), the JDA shall prevail to the extent of the inconsistency.



6. HOURS OF WORK

a) The ordinary weekly working hours shall be an average of 38 per week, Monday to Friday, on the basis of 152 hours per every four weeks, on 19 working days of 8 hours each continuously.

b) Rostered Days Off will be rotated in accordance with rosters to ensure that optimum customer service is maintained at all times.

The parties, may agree to have RDOs accumulated to a maximum of 5 per year. Other options for the treatment of accumulated RDOs may be available to the parties by agreement.



c) All Staff daily/weekly ordinary hours of work shall be undertaken in accordance with rosters.

d) All rosters shall be developed in consultation with Staff , so as to ensure the highest level of productivity is achieved and maintained.

e) By agreement, Staff may reduce the 8 hour interval stipulated in Council of City of Sydney, Wages Division - Wages and Conditions, Interim Award 1994, Clause 6, Paragraph 3., to 7 hours or less, without incurring the automatic payment of double time.

f) Staff who work in excess of 38 hours per week, as determined in sub-clause (a), (c) and (d) of this Clause, shall be paid at the appropriate rates of pay as per the relevant Awards.

By agreement with management, Staff may opt to receive time off in lieu of payment. If this option is taken, accumulated time will be accrued at the appropriate time basis ie. time and a half etc. and shall be taken in periods of not less than 8 hours, at a time agreed upon between the Staff and management. (Accrued time must be taken within the next 52 week period.)

g) Where possible permanent Staff of the Section will have first preference to work all overtime.

7. PAYMENT OF WAGES

- a) Staff shall receive the wage increases specified in the current JDA, based on the relevant eligibility conditions therein for all Council Staff .

Beyond the life of the current Joint Development Agreement, rates of pay for this Agreement, shall only be increased in direct relationship to dollar rate or percentage increases awarded by a further Enterprise Agreement and/or by substitute arrangement endorsed by Council.

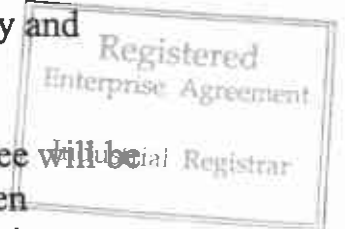
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Industrial Registrar

When the current JDA expires, should there be no agreement on a further JDA, wage increases awarded by State Wage Cases shall apply, subject to the conditions of the State Wage Case.

- b) The current rates of pay of Staff will be adjusted from the date of registration of this Agreement, to include an annualised component for Annual Leave Loading. Outstanding accrued Annual Leave Loading amounts, will be paid out as a lump sum payment on date of registration of this Agreement.
- c) Any rates of pay increase arising from the provisions of sub-clause (a) of this Clause must provide for immediate productivity savings commensurate with the rates of pay increase.

8. PROFIT SHARING

- a) Each 12 month anniversary of Waste Management Section contract, the Productivity Monitoring Committee will make an assessment of the net profit result of the Waste Management Section. Within six months of the commencement of this Agreement, the parties will determine and reach agreement on the accounting principles and all other factors that will clearly and unambiguously define the term 'net profit'.
- b) The assessment by the Productivity Monitoring Committee will be conducted within one month after the anniversary has been completed. Any net profit will be distributed in the following manner:
- i) 20% to Waste Management Section Staff in the form of a lump sum bonus.
 - ii) 20% to Waste Management Section as a contingency for unforeseen occurrences in the next year of operation of the contract, to be paid to Staff in the form of a lump sum bonus, at the end of that year.
 - iii) 10% to Waste Management Section as a contingency for investment in training and/or minor plant and equipment for external work. The remaining accrued contingency amounts from this fund, will be distributed to eligible Staff of Waste Management Section in the form of a lump sum bonus at the end of the contract.
 - iv) 50% to Council representing its share of the gains/risks of the in-house tender bid.
- c) The lump sum bonus will be paid to Staff in the most tax effective manner possible. Staff can elect to have the lump sum bonus paid in a form other than cash, providing that this is cost neutral to Council and does not contravene any Law, Regulation or Act.



- d) All profit distributions to Staff will be paid on a pro-rata basis.
- e) Casual Staff are not eligible to receive any profit share.
- f) Staff who resign during the term of the contract are ineligible to receive any further profit share bonuses under this scheme.
- g) Staff who retire during the term of the contract will receive a pro-rata share of the profit bonus up to the date of retirement. This will be paid at the end of the year when bonuses are calculated. They are ineligible to receive any future profit distributions post the date of retirement.
- h) The Profit Sharing will apply to Staff that are employed in the Waste Management Section. This includes the two Staff that will be technically redeployed at the site until the outcome of tendering process is known at which time they will be transferred into a recycling operation that Waste Service will sub-contract to the Section.
- i) Any profit share that Council Staff are eligible to receive from the partnership with Waste Service, will be distributed on the same basis as the above



9. PRODUCTIVITY MONITORING COMMITTEE

A Productivity Monitoring Committee will be established to oversee and monitor the operation of this Local Workplace Agreement, the in-house tender bid and contract and to suggest ways of improving the operation and efficiency of the Waste Management Section.

The Committee will develop appropriate Waste Management Section productivity and efficiency indicators and targets within one month after the start of each year of the Agreement.

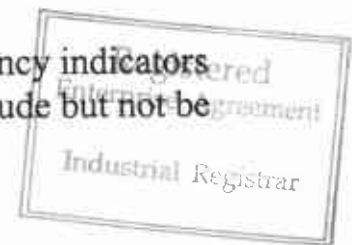
The productivity and efficiency targets shall then be agreed to between the management and Staff within one month after the start of each year of the Agreement.

The Committee will monitor Waste Management Section performance against the targets and make necessary recommendations for corrective action throughout each year of the Agreement.

The Waste Management Section productivity and efficiency indicators and other matters dealt with by this Committee shall include but not be limited to:

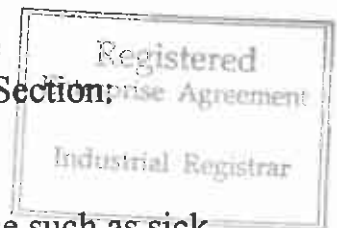
- sick leave patterns and incidences
- appointment of new Staff
- customer complaints
- safe work practices
- ensuring that the expenditure and revenue forecasts in in-house tender bid/s are met
- receiving and acting on results from the quarterly audit
- multiskilling and training
- workplace issues affecting all Staff .

The committee shall comprise of approximately 3 representatives of the Waste Management Section. The composition of the Committee will include a management representative and the balance will be democratically elected by Staff . The Committee shall meet at least monthly.



10. CORE STAFF /OTHER RESOURCES

- a) Management shall in consultation with the Productivity Monitoring Committee and Staff , regularly review the minimum number of permanent Staff required to undertake the functions of the Waste Management Section.
- b) The parties agree that changes to the workload and nature of tasks to be conducted in the contract that occur beyond the control of management and Staff of Waste Management Section will require an immediate assessment by the parties of the level of permanent Staff .
- c) A pool of casuals may also be used to supplement the permanent staffing levels of the Waste Management Section,
- where specialist skills or equipment are required
 - to provide relief coverage during periods of absence such as sick leave etc. by permanent Staff
 - to provide coverage for Rostered Days Off by permanent Staff.



This sub-clause of this Clause shall not be used to purposely or unnecessarily reduce the skills of the Waste Management Section or individual Staff.

11. MULTI-SKILLING AND TRAINING

- a) All Staff must be prepared to carry out the full range of duties as is from time to time required by management provided that the duties are within the limits of the Staff skills, competence and training.

All Staff shall use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.

Staff must be prepared to undertake specialist skills training as required. The training may be provided both on and off the job.

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- b) The parties agree that Staff will be taking a more active part in the decision making and management processes of the workplace and must receive appropriate training, funded by Council, to assist them to undertake this new role.
- c) Within 3 months of the registration of this Agreement, the Council will develop and implement a detailed training plan for Staff which will include and appropriate OH&S component.
- d) Staff will be encouraged to become multiskilled in an effort to progress within the wage structure in the section. Where possible training will be provided to enable Staff to upgrade licences and so allow them to operate all items of plant used in the delivery of the service.
- e) Staff agree to undertake the necessary training at Councils expense to ensure that a maximum number of Staff are able to operate all plant and equipment used by the Section. This training will assist Staff with career paths within the Section.

12. CONTINUOUS IMPROVEMENT

The parties to this Agreement shall continue to introduce measures that will assist in the effective implementation of Clause 3 ('Aim of this Agreement') and Clause 4 ('Objectives of this Agreement'), of this Agreement. The parties are committed to maintain Industry Best Standards.

All issues arising out of this Clause shall first be discussed at the Productivity Monitoring Committee.

13. JOB ROTATION

Staff may from time to time, be rotated across the range of designated work areas in the Waste Management Section. This will ensure flexibility in the arrangement of work and the maintenance of a high quality standard of service delivery.

Job rotation will also assist Staff of Waste Management Section to develop new skills, maintain and/or improve existing skills and increase the Staff capacity to perform wider range of responsibilities.

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14. OCCUPATIONAL HEALTH AND SAFETY

- a) The parties to this agreement endorse an ongoing commitment to the provision of a safe and healthy work environment, and will continue to work cooperatively through the OH&S Committee and other workplace consultative committees.
- b) Council will continue to address hazards in the workplace through the implementation of an occupational health and safety plan which will identify, assess and control workplace hazards through consultation with Staff and management.
- c) Council will provide safe systems of work and all Staff will comply with those safe systems of work and use the plant, equipment and protective clothing provided safely and in the manner for which it is intended. Staff will carry out their work in accordance with safe systems of work as stipulated by their manager and Council Occupational Health and Safety policies and procedures.
- d) Council and all Staff will comply with Occupational Health and Safety legislation, codes of practice, Australian Standards and Council policies and procedures to ensure a safe and healthy workplace.
- e) The Productivity Monitoring Committee will also devote appropriate time to the development of workplace practices that will reduce or eliminate safety hazards.

15. DOWN TIME

Management and Staff shall ensure that productivity and work output is not affected by unnecessary downtime.

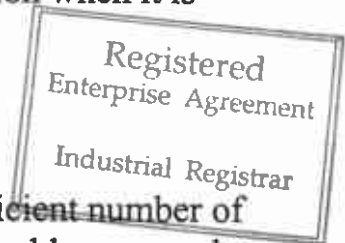
Work functions which are incidental to the main role of Staff ie. wash-up, administration etc. shall be promptly carried out.

Staff are only expected to carry out such work or function when it is necessary to do so.

16. ANNUAL LEAVE

Annual leave shall be rostered so as to ensure that a sufficient number of skilled Staff are always available. The period when annual leave may be taken shall be agreed to between the Staff and management.

Management shall not unreasonably refuse a request for annual leave provided it is in accordance with Award provisions.



17. COMPLIANCE WITH CONDITIONS OF TENDER

- a) Management and Staff will be required to accept direct responsibility for achieving the standard of service provided in the in-house tender bid.
- b) The Waste Management Section will operate financially within the cost estimates submitted to Council in the tender bid and accepted by Council. Additional funds for the provision of the Waste Management services can only be varied by resolution of Council, or, in accordance with the process outlined in the tender specifications.
- c) The Waste Management Section contract shall be subject to quarterly financial and customer service audits to ensure adherence to the agreed conditions.

- d) Where the annual costs of the Waste Management Section tender bid exceed the approved tender bid cost estimates in any one year of the agreed contract period, the Council shall require the Section within a period of not less than three months, or a longer period as may be determined by Council, to make the appropriate cost changes to ensure an immediate return to operating within the tender bid cost estimates.
- e) If the Waste Management Section is unable to bring its costs in line with the original tender bid in the allocated time, the Council may terminate the contract agreement by giving six months written notice to the Waste Management Section (also refer to Clause 2 of this Agreement).
- f) In making this decision the Council shall give due regard to influences and/or costs that are beyond the control of the Staff or management of the Waste Management Section.



18. DISPUTES AND GRIEVANCE RESOLUTION

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

To ensure that disputes and issues relating to the provisions of this Agreement do not go unresolved and affect workplace productivity and relationships, the partners commit themselves to the following processes:

- a) Should a grievance or claim arise which gives cause for concern for an employee they shall raise the matter with Waste Management Section management.

If not settled to the satisfaction of the employee within 48 hours the employee concerned shall draw the matter to the attention of the Director Service Delivery.

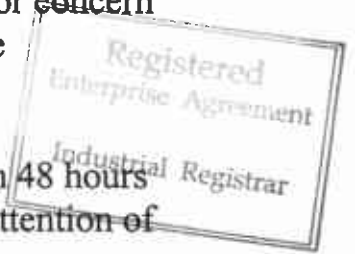
If not satisfactorily resolved within a further 48 hours the matter may be brought by either party to the attention of the General Manager.

If still unresolved to the satisfaction of either party the matter shall be referred to the Industrial Relations Commission for conciliation and if necessary arbitration.

- b) Senior management, Council and officials of the MEU reserve the right to if necessary intervene at an earlier stage, which may involve Industrial Relations Commission conciliation.

19. CONTRACTORS AGREEMENT

As a requirement of the Joint Development Agreement the parties have agreed to develop a code of conduct for all contractors of Council services to abide by. The draft 'Code of Conduct - Contractors Agreement' is Attachment B of this Agreement.



20. NO EXTRA CLAIMS

Subject to Clause 7 of this Agreement, the Union and their members agree that no further claims will be made on Council for pay increases during the life of this Agreement.

21. NO DURESS

This Agreement was freely entered into without duress by all the parties who support and endorse the provisions contained herein.

22. SIGNATORIES TO THE AGREEMENT



Listed below are the signatures of the parties that are bound to this agreement.

**SIGNED on behalf of
THE SYDNEY CITY COUNCIL
in the presence of** }

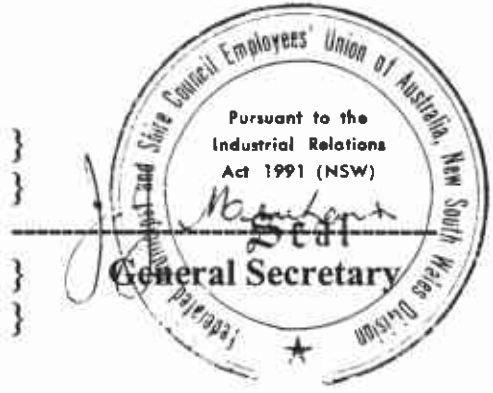



Director Service Delivery



Witness

**SIGNED on behalf of
FEDERATED MUNICIPAL AND
SHIRE COUNCIL ~~SECTORS~~ EMPLOYEES
UNION; NEW SOUTH WALES
DIVISION
in the presence of** }





Witness

Attachment A

**Waste Management Facility
Tender No 9706
Memorandum of Understanding.**



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**ALBERT STREET
NON-PUTRESCIBLE
WASTE MANAGEMENT FACILITY**

TENDER NO. 9706

MEMORANDUM OF UNDERSTANDING

Signed on behalf of Service
Delivery Division


.....
Signature of Director

Anthony John M. ...
.....
Full Name of Signatory

Signed on behalf of Client Services

(for) Binette Lee Milder
.....
Signature of Director

Binette Lee Milder
.....
Full Name of Signatory

CLIENT SERVICES DIVISION

and

SERVICE DELIVERY DIVISION



**MEMORANDUM OF UNDERSTANDING FOR THE
FACILITY MANAGEMENT OF ALBERT STREET
NON-PUTRESCIBLE WASTE MANAGEMENT
FACILITY**

Sydney City Council
Town Hall House
456 Kent Street
SYDNEY NSW 2000

DX 1251 SYDNEY

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**MEMORANDUM OF UNDERSTANDING BETWEEN CLIENT SERVICES
DIVISION AND SERVICE DELIVERY DIVISION OF SYDNEY CITY
COUNCIL**

At its meeting of the 14 April 1997 Council resolved to:

- A. award the operation of the landfill including the current recycling of green waste and white goods at Albert Street (St Peters) Non-Putrescible Waste Management Facility to the Service Delivery Division, City of Sydney, based on the schedule of fees submitted and in accordance with the terms and conditions of the contract set out in the request for tender; and

The Request for Tender provided that the facility management would be carried out in accordance with the applicable clauses of the General Conditions of Contract. The General Conditions of Contract have been amended in accordance with this Memorandum of Understanding and will be used for the purposes of assessing the performance of the Cleansing and Waste Unit during the course of the agreement.



The Cleansing and Waste Unit agrees to perform the services generally in accordance with those conditions, the amendments to which are set out below.

THE FOLLOWING SECTIONS HAVE BEEN DELETED FROM THE CONTRACT

CLAUSE NO.	TITLE
Clause 1(b)	Definition of Bank
Clause 3.7	The Service Provider not employee or agent of Council
Clause 4.1(b)-(d)	Service Areas
Clause 4.4 (b & c)	The surrender of the Service Area
Clause 7.4 & 7.6	Council Equipment
Clause 11.6	The requirement to provide a section 127 Certification under the Industrial Relations Act
Alternative B	Fees payable to Council
Clause 13	Interest
Clause 16.6	Obligations relating to employees
Clause 18.8	External audit
Clause 19.1 (a & b), 19.2	Obligations of Service Provider in respect of Documents

Clause 20.2, 20.3, 20.4, Indemnities and insurance requirements
20.5 & 20.6.

Clause 21.1(a) - (e) Events giving a rise to a right to terminate

Clause 22.1 (b), 22.2 & Consequences of Termination
22.3,

Clause 23.5 (b-d) Confidentiality

Clause 25.1, 25.3, 25.4, & Relationship of the Parties
25.5

Clause 26 Banker's Undertaking

Clause 27 Performance Guarantee

Clause 28.4 Disputes

Clause 31 Whole agreement

Clause 33.11 (a-b) General



THE FOLLOWING SECTIONS HAVE BEEN AMENDED IN THE CONTRACT

Clause 9.7 General Obligations of Service Provider
(replace "indemnity" on the second line with "be liable to")

Clause 18 Accounts, financial and other reports
(to make these provisions consistent with other Memoranda of Understanding)

Clause 20.1 Indemnity and Liability
(Delete the word "indemnity" and replace with "be liable for". Replace the word "they" with "Council" on the fourth line)

Clause 25.5 Relationship of Parties
(Delete the word "indemnity" and replace with "be liable for")

Signed for and behalf of the Client
Services Division

(per) Tami M. He

Director Client Services

Signed for and behalf of the Service
Delivery Division

[Signature]

Director Service Delivery

DRAFT

Attachment B.

CODE OF CONDUCT - CONTRACTORS AGREEMENT.

As a requirement of the Joint Development Agreement, the partners have agreed to the principles and standards of behaviour which will be required of any contractor, subcontractor, consultant and supplier wishing to do business with the Council of the City of Sydney.

Any enquiries concerning this Code and responsibility for its enforcement rests with the Director, Service Delivery.

This Code will be reviewed from time to time in order to ensure that the objectives set out are appropriate to the prevailing environment. Industry participants will be consulted in the course of such reviews.

Breaches of this Code of Conduct by the contractor, could lead to termination of the contract.



The majority of the conditions in the Code are sourced from the Australian Standard 2124 - 1986, General Conditions of Contract and the New South Wales Government, Code of Practice for the Construction Industry.

More detailed information on each element of the Code is included in all tender specifications. The Code is a mandatory component of all contracts entered into by Council.

1. Care of the Work and Requirement of Damage

The Contractor shall be responsible for the care of work under the contract.

2. Damage to Persons and Property other than the Works

The Contractor shall indemnify the principal against loss or damage to property of the principal and in respect of personal injury of any person.

3. Insurance of Works

The Contractor shall take out an insurance policy against loss or damage, prior to the commencement of the work.

4. Public Liability Insurance

The Contractor shall take out a Public Liability Insurance Policy prior to the commencement of the work.

5. Insurance of Employees

The Contractor prior to commencing work, shall insure against liability for death of, or injury to, persons employed by the Contractor including liability by statute and at common law.

6. Rates and Conditions

Contractors, subcontractors, consultants and suppliers must comply with the provisions of applicable:

- awards, and/or enterprise or project agreements, and
- legislative requirements.

Contractors must ensure that their subcontractors, consultants and suppliers comply with their legal obligations regarding their employees. Any relevant information is to be obtained through proper and lawful means, and in a way respects confidentiality.



Arrangements or practices designed to avoid award and/or legislative obligations including inappropriately treating a genuine employee as an independent contractor and/or inappropriate application of the Prescribed Payments System (PPS) of taxation are not permitted.

7. Occupation Health and Safety

Contractors, subcontractors, consultants, suppliers and their employees must comply with their OH&SR obligations under legislation, relevant industry codes of practice, safety procedures in applicable awards and/or enterprise or project agreements, and the general law.

Contractors are required to have an OH&SR management commitment which embraces all personnel on the project and is supported by:

- clearly defined policies
- procedures
- practices and responsibilities
- performance standards
- induction training and task training
- communication and/or consultation.

The Contractor agrees to comply with any direction given by the Council of City of Sydney in respect to safety.