

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/168

**TITLE:** Orange City Council, Street Sweeping Enterprise Agreement 202-2005

**I.R.C. NO:** 2002/478

**DATE APPROVED/COMMENCEMENT:** 22 April 2002/19 February 2002

**TERM:** 19 February 2005

**NEW AGREEMENT OR  
VARIATION:** New. Replaces EA98/152

**GAZETTAL REFERENCE:** 24 May 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 8

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees employed in the cleaning of streets, footpaths and associated areas by Council.

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

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**FILED**

30 JAN 2002

OFFICE OF THE INDUSTRIAL  
REGISTRAR

# ORANGE CITY COUNCIL

## STREET SWEEPING ENTERPRISE AGREEMENT

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2002 - 2005

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**1. Title and Intention of the Parties**

- 1.1 This Enterprise Agreement is made in accordance with the provisions of sections 29 to 47 of the Industrial Relations Act 1996, and shall be known as the Orange City Council, Street Sweeping Enterprise Agreement and shall provide the basis for determining the entitlements of employees in the areas addressed by the Agreement.
- 1.2 This Agreement shall apply to all employees employed in the cleaning of streets, footpaths and associated areas by Council and shall supersede all existing arrangements and claims relating to pay and conditions.

**2. The Parties**

The parties to this Agreement are Orange City Council and the Federated Municipal and Shire Employees' Union of Australia, New South Wales Division.

**3. Duress**

This Agreement has been entered into without duress by any party.

**4. Duration**

The Agreement shall come into operation from the date of approval by the Industrial Relations Commission of New South Wales and shall remain in force for a period of three (3) years.

**5. Definitions**

**Award:** Award shall mean the Local Government (State) Award 2001 and any Award that succeeds this Award.

**Council:** Shall mean Orange City Council.

**Union:** Shall mean the Federated Municipal and Shire Council Employees' Union of Australia (New South Wales Division).

**6. Relationship with The Award**

- 6.1 The Agreement shall be read and interpreted wholly in conjunction with the Award.
- 6.2 Increases in rates of pay and allowances that occur in the Award shall be passed on to the employees covered by this Agreement. This Agreement shall not effect the payment of award based increases and there shall be no absorption of such increases for the purposes of this Agreement.

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6.3 In the event of any inconsistency between the Award and this Agreement the Agreement shall prevail to the extent of the inconsistency.

6.4 Where this Agreement is silent the Award shall prevail.

## 7. Principles

7.1 This Agreement represents a commitment by Orange City Council and its employees to provide a team approach to meet the needs of the Community.

7.2 The parties to this Agreement are committed to improving the efficiency and effectiveness of Council's street sweeping operations.

## 8. Scope of Work

8.1 The employees will be required to perform scheduled and response cleaning including manual and mechanical sweeping, footpath flushing, power scrubbing, bus shelter cleaning, street furniture cleaning, graffiti removal and special event cleaning.

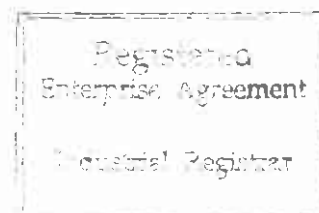
8.2 The employees will be responsible for the cleaning of streets and footpaths to ensure that they are maintained in a clean and tidy state.

8.3 Cleaning includes sweeping and cleaning, either mechanical or manual, to remove all litter, cigarette butts, dirt, foreign matter, animal droppings, dead animals, and other material from the surface of roadways, footpaths, bus shelters, etc.,

8.4 Areas to be cleaning include:

- Sealed roads
- Footpaths
- Public areas (ie. areas of paved public or Council land such as "Post Office Lane")
- Laneways and roads
- Kerb and guttering
- Traffic islands
- Bus shelters
- Street furniture including seats and bollards
- Public car parks

8.5 The employees shall comply with all reasonable directions given by the Supervisor. The Supervisor may direct the employees where the work is to be carried out and the manner in which it is to be carried out.



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## 9. Hours of Work

- 9.1 The ordinary hours of work shall be 38 hours per week, 8 hours per day worked between Monday and Sunday inclusive.
- 9.2 The ordinary hours shall be worked over a 19 day 4 week period in accordance with the roster attached (Attachment 1).
- 9.3 Work shall commence at 4.00 am each day. Council, in consultation with the employees, shall have the right to vary the starting time where work circumstances require such a change.

## 10. Rates of Pay

Under this Agreement employees will have their rates of pay increased by 13% on the following basis:-

- 10.1 A 6% increase has been granted for annualising of penalty rates for working on public holidays (including Picnic Day).
- 10.2 A 2% increase has been granted in recognition of savings gained by Council through the willingness of the Street Cleaning Staff to attend to after hour's maintenance matters.
- 10.3 A 5% increase has been granted as recompense for the increase in job size and additional responsibility resulting from the expansion of the Central Business District.
- 10.4 On implementation of the Agreement the rates of pay as detailed in the table below shall apply. These rates shall be adjusted consistent with movements in the Award.

Position	Leading Hand Street Sweeper	Street Sweeper
Current Weekly Rate	\$713.30	\$688.10
13% increase	\$92.73	\$89.45
Award Disability Allowance	\$25.20	\$25.20
Total New Weekly Rate	\$831.23	\$802.75

## 11. Quality Assurance

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.

## 12. Grievance and Dispute Procedures

- 12.1 The parties are strongly committed to consultation and joint problem solving.
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- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 If no agreement can be reached at the job level, a delegate or employee representative shall discuss the matter in dispute with the relevant manager or his/her representative.
- 12.6 If no agreement can be reached with the relevant manager, then discussions shall take place between the General Manager and the employee concerned, or their representative in order to resolve the issue.
- 12.7 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.
- 12.8 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.

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- (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.

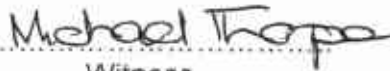


15. Signatories to The Agreement

15.1 In signing this Agreement the parties agree that the rates of pay and the implementation of conditions provided for in this Agreement commence from the date that this Agreement is approved by the Industrial Relations Commission of New South Wales.

Signed on behalf of  
ORANGE CITY COUNCIL  
In the presence of:-

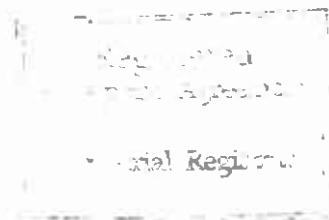
  
..... 12/3/02  
General Manager

  
.....  
Witness

Signed on behalf of the  
FEDERATED MUNICIPAL  
AND SHIRE EMPLOYEES'  
UNION OF AUSTRALIA,  
NEW SOUTH WALES  
DIVISION  
In the presence of :-

  
..... 29/1/02  
General Secretary

  
.....  
Witness





Thu	Fri	Sat	Sun
8	RDO		
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	8	8	8

PAY OFF  RDO

# MONTHLY STREET SWEEPING ROSTER

	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Employee 1	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
Employee 2	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
Employee 3	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8

ROSTERED ON

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