

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/355

**TITLE:** Fairfield City Council Bulk Waste Clean Up Service Enterprise Agreement

**I.R.C. NO:** IRC2/5056

**DATE APPROVED/COMMENCEMENT:** 20 September 2002

**TERM:** 15 months (31 December 2003)

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 20 December 2002

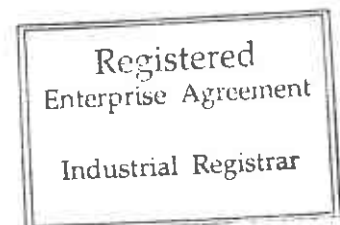
**DATE TERMINATED:**

**NUMBER OF PAGES:** 6

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees of Fairfield City Council, employed as drivers and operators within Council's Bulky Waste Clean Up Service, who fall within the coverage of the Local Government (State) Award 2001

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



# FAIRFIELD CITY COUNCIL BULK WASTE CLEAN UP SERVICE ENTERPRISE AGREEMENT

## 1. TITLE OF AGREEMENT

This agreement will be known as the Fairfield City Council Bulk Waste Clean-up Service Enterprise Agreement.

## 2. INTENTION OF THE PARTIES

- a) The signatories to this Enterprise Agreement are committed to the promotion of customer satisfaction, innovation and continuous improvement.
- b) The parties undertake that for the life of this Enterprise Agreement, there will be no further pay increases sought or granted, except for those detailed in this agreement. Payments in relation to Council's Corporate Agreement, length of service incentive payments and Outdoor staff bonus scheme will continue to be paid.
- c) This Agreement rescinds and replaces the previous Memorandum of Understanding drafted to cover the introduction of these services in May 2001.

## 3. THE PARTIES

This Agreement is made between the Fairfield City Council (herein after called "the Council") and the Federated Municipal & Shire Council Employees Union of Australia (NSW Division), (herein after called "the Union").

## 4. ANTI-DISCRIMINATION

Consistent with the intention stated in Part A Clause 3 of the Local Government (State) Award 2001.

## 5. DURATION

This Agreement, and the benefits accruing under it, will commence from the date of ratification by the Industrial Commission and remain in force until 31 December 2003.

## 6. SINGLE BARGAINING UNIT



The single bargaining unit has been established as the **four** persons employed as **drivers and operators** within Council's Bulky Waste Clean Up Service. These employees are represented by the Federated Municipal & Shire Employees Union (NSW Division).

#### 7. AGREEMENT NOT ENTERED INTO UNDER DURESS

This Agreement was not entered into under duress by any party to it.

#### 8. EMPLOYEES/BULKY WASTE CLEAN-UP SERVICE OPERATORS

This classification refers to employees who drive and operate trucks, which are used in Council's zone based bulky waste clean up service.

#### 9. DESCRIPTION TARGETS AND WAGE RATES

##### Description

Fairfield City Council and employees engaged in its bulk rubbish clean-up service have agreed to change the operation of the service from a phone in booking system to a zone based rubbish collection system.

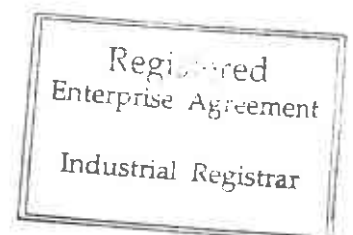
##### Hours of Work

- The ordinary hours of work shall be 38 per week and shall be worked Monday to Thursday then Tuesday to Friday inclusive on alternate weeks. Each day 9.5 hours of work will be undertaken.
- Work will commence 6.00am through to 4.00pm with a half hour unpaid meal break.
- Start and finish work arrangements are allowed once employees achieve the daily productivity target. – **Five fully loaded trips per truck per day are taken to the waste depot.**
- Overtime will be paid when Council requires employees to work beyond the daily productivity target or 9.5 hour weekday if the target is not achieved or to work on a weekend day or a day not normally rostered on for work.

##### Rates of Pay

Employees agree to the following basis for rates of pay:

- Base weekly wage of \$740



- A daily productivity target bonus of \$20 will be paid per employee when five fully loaded trips per truck per day are taken to the waste depot.
- A two-employee crew will operate a truck but depending on staff attendance levels, one employee operation is allowable where collection trucks are in close proximity or it is considered safe to do so.
- Annual Leave and the first five days of sick leave for each twelve month period May, 2001 will be paid at a rate inclusive of the daily productivity target bonus.
- Employees will receive Award rate increases which shall flow into the base weekly wage of this Agreement and shall be the same quantum and operate from the same date as applies in the Award.

### Overtime

Employees agree to work a reasonable amount of overtime if directed to do so by Council. Overtime shall be paid consistent with award provisions. Should the employees decline to work overtime then Council will offer overtime to other day labour staff from Council. In the situation that no day labour staff wish to work overtime, then Council will discuss the use of contractors with the Union. If five full truckloads of rubbish are collected within a period of overtime then the productivity bonus will be paid.

### Commitment To An Effective And Safe Service.

- Employees will work diligently and effectively to provide an excellent rubbish clean-up service to residents of Fairfield City.
- Management and employees will work together to ensure plant and equipment breakdowns, damage and failures are minimized. This will be achieved by employees using plant and equipment sensibly within operational capabilities and advising of potential problems or difficulties on a daily basis. Management will provide prompt maintenance and breakdown repair to plant and equipment.
- Management and employees will work together to improve and enhance safe working practices.
- Employees agree that safety clothing provided by Council will be worn at all times **while at work**. Such clothing includes enclosed joggers or shoes with rubber soles, hearing protection, safety shirts, safety shorts/pants, vest, hat and sunscreen and wet weather clothing.

### Special Considerations

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- Management recognizes that clean-up rubbish has many components, which vary in weight. Therefore, the weight of rubbish collected as a full truckload may vary between loads. Employees agree to fill each truck load as completely as possible by packing down each full truck load in an efficient and organized manner, prior to covering each load with a tarpaulin and the crane bucket for safety and stability.
- Management recognizes that breakdown and failure of trucks and equipment may occur beyond the control of employees. This situation may preclude employees being able to achieve five full truck loads of rubbish per truck per day. This situation would be seen as an exceptional occurrence and Council based on an examination of the reasons for the breakdown or failure will consider paying the employees the daily productivity bonus.
- In the event of extraordinary situations causing absence from work by employees, the following arrangements are agreed upon.
  - In the event of three employees being available, then one truck will collect five full truckloads, whilst the other truck will collect four full truckloads.
  - In the event of two employees only being available, then both trucks will collect four full truckloads each.

Note: Due to extenuating circumstances, Council acknowledges that where a truck is operated by one person, then four full truckloads per day may not be achieved. Council will still pay the daily production bonus in this instance. It is agreed by both parties that the spirit of this agreement is that four (4) full truck loads will be collected by a one-man operation as detailed in this clause.

Achieving these productivity targets as described above will be considered to have met the requirements for employees to receive the daily productivity bonus.

- It is agreed that a permanent employee will be assigned to the clean-up team to provide day-to-day replacement when needed.
- If the amount of rubbish placed out for collection by residents is insufficient to accommodate five full truck loads per day per truck according to the zone clean-up service schedule, Council will ensure that additional work is available to allow employees to achieve the daily productivity bonus.



## 10. GRIEVANCE AND DISPUTE PROCEDURES

As per Local Government (State) Award **2001**

## 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 part of Fairfield City Council.

## 12. RELATIONSHIP TO THE AWARD

The Agreement shall be read and interpreted wholly in conjunction with the Local Government (State) Award **2001**. In the event of any inconsistency between this agreement and the award or the Enterprise Agreement, No 239 of 2000 then this Enterprise Agreement shall prevail to the extent of any inconsistency.

## 13. ABSORPTION

The parties agree that all allowances prescribed by the Award including but not limited to shift, towing, first aid allowances **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 them from entering into negotiations to vary this Agreement where a specific need is mutually agreed. Either party may request such negotiations at any time during the life of this agreement.

PLEASE SEE OVER PAGE FOR THE SIGNATURE SECTION OF BOTH PARTIES.

15. SIGNATURE

**SIGNED on behalf of**  
**FAIRFIELD CITY COUNCIL**

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)  
)  
  
\_\_\_\_\_  
City Manager

In the presence of:

  
\_\_\_\_\_  
Signature of Witness

ROSE SMITH.  
\_\_\_\_\_  
Name of Witness

26 JUNE 2002  
\_\_\_\_\_  
Date

**SIGNED on behalf of**  
**FEDERATION MUNICIPAL AND SHIRE**  
**COUNCIL EMPLOYEES' UNION OF AUSTRALIA,**  
**NEW SOUTH WALES DIVISION**

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\_\_\_\_\_  
General Secretary

in the presence of:

  
\_\_\_\_\_  
Signature of Witness

Maree Wilson  
\_\_\_\_\_  
Name of Witness

14/6/02  
\_\_\_\_\_  
Date

