

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/82

TITLE: Waverley Council, Garbage and Recycling Employees Enterprise Agreement

I.R.C. NO: 99/179

DATE APPROVED/COMMENCEMENT: 16 February 1999

TERM:

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED: 11 January 2001

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of the Garbage and Recycling Section of Council's Public Works and Services Department - Waste Services Division, at Waverley Council

PARTIES: Waverley Council -&- Federated Municipal and Shire Council Employees Union of Australia, New South Wales Division





WAVERLEY COUNCIL

**GARBAGE & RECYCLING
EMPLOYEES
ENTERPRISE AGREEMENT**

December 1998

Registered
Enterprise Agreement
Industrial Registrar

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1. Title and Intent 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 Waverley Council, Garbage and Recycling Employees Enterprise Agreement.

This Agreement shall apply to employees of the Garbage and Recycling Section of Council's Public Works & Services Department - Waste Services Division.

The Agreement shall not apply to employees of the Public Places Cleaning Service, the Waste Services Supervisor or the Recycling Supervisor.

The employees covered by this Agreement shall be responsible for the satisfactory execution of the following activities:-

- Domestic Waste Collection
- Commercial Waste Collection
- Recycling Collections
- Free Rubbish Removal Service
- Green Waste Collections

2. The Parties

The parties to this Agreement are:

Waverley Council (hereafter referred to as the Council) and,

The Federated Municipal and Shire Council Employees Union of Australia, New South Wales Branch (hereafter referred to as the MEU).

3. Duress

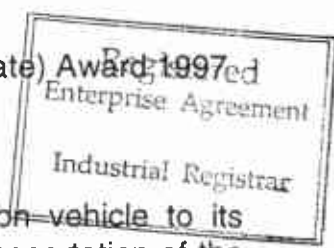
This Agreement has been entered into freely, without duress by all parties.

4. Previous Agreement

This Agreement rescinds and replaces a 1987 Agreement between the parties and any previous agreement with the exception of the Waverley Council Conditions Enterprise Agreement.

5. Definitions

- | | |
|---------|--|
| Award: | means the Local Government (State) Award, 1997ed |
| Council | means Waverley Council |
| Load | means the loading of a collection vehicle to its permitted tare weight and the transportation of the load to a designated disposal facility located within a twenty (20) kilometre radius of Council's Works |



Depot.

Task System: means a condition of employment whereby an employee is entitled to a job and finish arrangement and is permitted to terminate work prior to the Award specified daily hours of duty providing the employees allocated duties for that day has been satisfactorily completed.

Waverley Council
Conditions Enterprise
Agreement

means the existing registered enterprise agreement entered into by the parties and providing the basis for determining employee leave entitlements.

6. Duration of Agreement

The Agreement shall come into operation from _____ and shall remain in force for a period of two (2) years.

7. Review

The Agreement shall be reviewed six (6) months from its date of operation . The review shall be conducted by a management/employee working party made up of equal representation.

Should either party wish to cease the Agreement at its expiry period, three month's notice of termination shall be given.

8. Relationship to Waverley Council Conditions Enterprise Agreement and the Award

This Agreement shall be read and interpreted wholly in conjunction with the:-

- (i) Local Government (State) Award 1997,
- (ii) Waverley Council Conditions Enterprise Agreement

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

In the event of any inconsistency between Waverley Council Conditions Enterprise Agreement and this Agreement, this Agreement shall prevail to the extent of the inconsistency.

9. Staffing

Council shall engage a minimum of sixty three (63) permanent employees for the performance of Garbage and Recycling duties.

Registered
Enterprise Agreement

Industrial Registrar

Employees shall be organised into three groups known as Garbage Employees, Recycling Employees and Relief Employees.

9.1 Garbage Employees

Garbage Employees shall be primarily responsible for the activities of domestic waste collection, commercial waste collection, depot-hand, and relay drivers and comprise a minimum of twenty seven (27) persons.

9.2 Recycling Employees

Recycling Employees shall be primarily responsible for the activities associated with green waste collection, free rubbish removal, domestic recycling and commercial recycling collections with the exception of operation of the recycling bailer, and comprise a minimum of twenty six (26) persons.

9.3 Relief Employees

Relief employees shall be primarily responsible for filling temporary vacancies within both the Garbage and Recycling employees and shall comprise a pool of ten (10) persons.

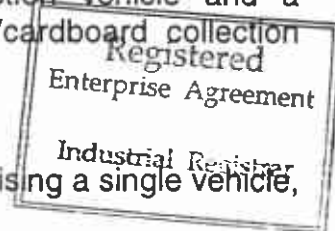
In addition to the above Council may also from time to time, engage a number of casual employees to assist with the performance of garbage and recycling collection duties on as required basis, not replacing any full-time employee.

10. Assignment of Work

Duties shall be assigned by the appropriate supervisor. The supervisors shall endeavour to ensure that the daily activities are distributed as evenly as is practically possible over the normal week days and between work crews.

Work crews assigned to collection vehicles shall comprise the following number of persons:-

Domestic waste & commercial waste	3 employees operating a rear loading Compactor vehicle.
Recycling	5 employees operating a recycling materials collection vehicle and a separate paper/cardboard collection vehicle.
Green Waste & Free Rubbish Removal	3 employees utilising a single vehicle, or, 2 employees utilising two vehicles in tandem.



Notwithstanding the primary responsibilities of the groups, all employees may, in compliance with Clause 11 of the Award which requires the employees to carry out duties that are within the limits of their skill, competence and training, be directed to assist within any of Services's normal activities in order to achieve completion of the required daily duties.

A minimum of twenty five percent of the workforce shall become multi-skilled by having sufficient knowledge and capability to perform all duties associated with garbage and recycling collection activities. The achieved level of multi-skilling shall be reflected within future skills and performance assessments.

11. Priority of Services

Daily services shall be undertaken on the following priority basis:-

- Commercial waste collection
- Commercial recycling
- Domestic recycling
- Green waste collection
- Domestic waste collection
- Free rubbish removal
- Yardman

Staff shall be allocated duties by the supervisors on the above priority basis. Should staff resources or plant be inadequate for completion of the day's required duties the Waste Services Manager has the discretion to abandon a service for that day and transfer collection to an alternative day or to allocate overtime as considered appropriate.

12. Hours of Work

The spread of hours of work shall be between 5 am and 5 pm, with normal starting time being 5 am daily.

Vehicles shall not depart from Council's Works depot prior to 5.30 am daily.

No rostered day off will be given to or taken by employees covered by this Agreement.

All employees shall operate to a task system as described in Clause 13 of this Agreement.

13. Task System

A task system shall be retained for the performance of normal duties with the agreed daily task comprising the completion of all collection duties within the crew's designated collection zone.



14. Overtime Payments

Employees shall be eligible for overtime payments during the performance of duties on a Monday to Friday in the following circumstances:-

- a) upon being directed to perform additional duties after the completion of two (2) full loads utilising a compactor vehicle,
- b) upon being directed to perform additional duties after completion of the "task" within a designated collection zone,
- c) for duties performed after the completion of 7.6 hours work

Week-end or public holiday duties shall be undertaken by rostered overtime with rates of pay being in accordance with the requirements of the Award.

15. Rates of Pay

The rates of pay for employees engaged under the terms of this Agreement shall be as follows:-

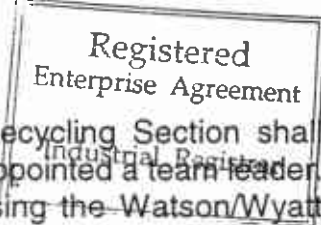
- a) all new employees shall be paid in accordance with the rates of pay contained within Council's Pay Policy
- b) all persons classified as permanent employees of the Garbage and Recycling Section prior to the operation of this Agreement shall receive their current rate of pay determined in accordance with Council's Pay Policy plus the following additional payments:-
 - (i) a 13.5% wage increase upon operation of this Agreement, plus,
 - (ii) a further 3.25% wage increase upon operation of this Agreement as advance payment of the Award rates of pay variation due from the first pay period October 24, 1999.

16. Team Development

Each collection crew operating within Garbage and Recycling Section shall comprise a work team and one of the members shall be appointed a team leader. The new position of team leader shall be evaluated using the ~~Watson/Wyatt~~ evaluation system.

Team leaders shall be responsible for ensuring the team's activities satisfy Council's OH&S and Risk Management policies with particular attention being given to:

- Daily completion of a vehicle maintenance checklist prior to vehicles departing the Depot
- Use of protective clothing and safety equipment
- Collection routes



Accident reporting
Employee on-the-job training

17. Technology Improvements

Council shall be entitled to examine, trial, and if considered warranted, to implement technology improvements within any of its Garbage and Recycling Section activities.

Employees shall co-operate with Council in the trialing and evaluation of technology improvements.

Should Council wish to proceed with the implementation of technology improvements, any associated changes to the existing work practices will be fully discussed with employees representatives and MEU prior to any implementation.

This clause is not intended to reduce the established manning levels during the life of the Agreement.

18. No Extra Claims

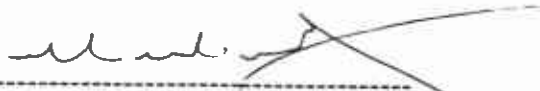
- a) The MEU undertakes there shall be no extra claims for the duration of this Agreement.
- b) The rates of pay outlined in Clause 15, Rates of Pay, include and absorb a future 3.25% variation to the rates of pay within the Award to take effect from the first pay period October 24, 1999.
- c) The MEU and the employees covered by this Agreement acknowledge the wage increases included within this Agreement as payment in full and final settlement of all entitlements and claims, including any claim for underpayment of wages, which the MEU or the employees have or may have arising out of or in connection with the Industrial Agreement made September 1, 1987 between the Council and the MEU.

19. Disputes Resolution

The parties adopt the dispute resolution procedures as contained within the Local Government (State) Award 1997 at Clause 24 of that Award.



SIGNED on behalf of
WAVERLEY
COUNCIL
in the presence of



General Manager

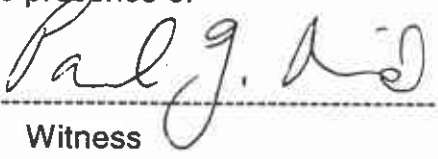


Witness

Date 23/12/98

SIGNED on behalf of
FEDERATED MUNICIPAL & SHIRE
COUNCIL EMPLOYEES' UNION
in the presence of





Witness

Date 6.1.99.



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