

ENTERPRISE AGREEMENT

NO: E.A. 439 /1994

DATE REGISTERED: 8-11-94

PRICE: \$ 26-00



**MANLY COUNCIL**

**WASTE MANAGEMENT SERVICES**

**AGREEMENT**

## AGREEMENT TITLE

Manly Council Waste Management Services Agreement. An enterprise agreement lodged in accordance with the Industrial Relations Act 1991.

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1. **PARTIES**

Manly Council, 1 Belgrave Street, Manly, NSW.

A works committee representing the employees of Manly Council Garbage and Recycling Staff at 8 Roseberry Street, Balgowlah. The agreement covers the occupations listed in Clause 9.

2. **RELATIONSHIP TO STATE AWARD**

This Agreement operates in conjunction with the Local Government (State) Award and the Municipal and Shire Council Wages Staff Award. This Agreement takes precedence over the State Awards in respect of the matters described in the agreement.

3. **FREE OF DURESS**

This Agreement has not been entered into under any duress by any party to this Agreement.

4. **TERM OF THE AGREEMENT**

This Agreement will operate on and from the date of registration and will remain in force for one year. The parties will confer in first quarter 1995 to determine if negotiations should begin for a new Enterprise Agreement.

5. **INTENT**

The intent of the parties in establishing this agreement is to provide employment and working relationships which improve the quality of customer service to the residents of Manly and other clients of Manly Council, secures the employment of the staff and retains the Council service in-house.

**6. OBJECTIVES**

1. To guarantee on-going quality customer service to Manly residents in the collection of domestic waste.
2. To provide cost efficient, quality commercial waste collection services to the clients of Manly Council
3. To ensure security of employment for current staff.
4. To agree upon pay conditions that reflect and take into consideration employee past and current proven productivity in our domestic and commercial waste collection practices.
5. To establish further cost efficiencies by streamlining and restructuring Council's operations by continual staff input.
6. To develop new business services (utilising current available resources) and negotiate the sharing of savings on an agreed upon basis.
7. To establish mutual trust and open the doors of communication for both parties that will allow for a healthy/amicable and productive working relationship. Flowing on from this is the commitment by staff to be flexible in their work practices subject to negotiations and agreements.

**7. JOB SECURITY**

The Council has agreed that there will be no forced redundancies for the period of this Agreement. The Council has agreed that the waste management services will not be put to competitive tender in the term of this Agreement, provided that the actual total cost of the Waste Management Services do not exceed the total cost identified in the 1994 Budget (which was compiled with the participation of the Garbage and Recycling Works Committee) and the quality of the services is at least maintained at current standards.

## 8. THE OPERATIONS

The Garbage and Recycling Service currently being performed by the employees will be maintained to ensure the continuity of the high level quality customer service to the residents of Manly and other clients of the Council for the collection and disposal of:

- garbage
- recycling materials
- clean-up rubbish service
- commercial waste service
- trade waste service

The operational works program (staff levels, costs etc.), vehicle program (vehicle description, numbers and costs etc.) and other requirements are determined primarily by considering the needs of our customers for waste collection.

The following commitments are referred to when making arrangements as described above:

- An employee representative will join the Council's Waste Management Committee.
- All staff employed under this Agreement give their commitment to providing the best possible service for their customers in accordance with Council's Waste Management Policy. (Appendix 1)
- Staff Committee will be formed. (Appendix 2)
- The parties agree to work together through the Staff Committee to further review efficiencies in operations.

- As the actual-cost performance against the Budget is critical the Staff Committee will liaise with management on a monthly basis in respect of budgetary matters.

#### 9. WAGE RATES

New wage rates for permanent employees as described in Appendix 3 will be paid from the date of approval.

<b>Classification</b>	<b>Current as Paid by Council \$ pw</b>	<b>\$ pw New</b>
Team Leader	508.00	568.76
Driver	472.70	529.24
Loader	443.00	500.42
Supervisor	553.50	619.70
Co-ordinator	657.46	736.10

There will be no increase in the wage rates during the term of this Agreement.

#### 10. WORK PRACTICES

The Objectives, Job Security and Operations clauses describe general and specific commitments for all the staff involved in this agreement. The following commitments are made by each individual accepting this Agreement:

Manly Council will not expect or request any employee to work in any way to prejudice personal safety or the safety of other employees or anyone in the community. The staff commit to safe working practices in accordance with Workcover Safety standards, to reduce work related injury and undertake to maintain a level of personal fitness that will enable them to safely fulfil the duties of their positions. Both parties agree to work together to reduce absence due to illnesses and injury.

Staff agree that all possible care will be taken with the plant and equipment provided for use. Servicing will be arranged by drivers as it falls due, routine minor matters will be checked and/or attended to by the regular operators, and care will be taken with the operation of plant and equipment.

#### 11. BUDGET

Council will ensure that charges for the maintenance of the plant and equipment are fair and competitive, having regard to the extent of any work required and market rates for such work. Unforeseen events which have an influence directly or indirectly on the 1994 budget and workplan will be assessed within the Staff Committee and actions arising from such assessments may be dependent on a 65% vote for acceptance and on the employer's commitment in writing.



**12. PERSONAL FITNESS**

Council will encourage the development of an assistance program which helps employees to maintain a level of personal fitness, on the basis of "prevention before recovery".

**13. GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES**

The parties to this Agreement will attempt to resolve problem issues at the workplace and are willing to use Mediation by third party independents. A mediator will be accepted by mutual appointment or will be sought from the panels of the Australian Commercial Disputes Centre. If the problems persist after Mediation, the Resolution Procedures of the Municipal and Shire Council Wages Staff Award will be followed.

**14. SICK LEAVE**

The current practices of Manly Council in respect of Sick Leave will continue to be based upon the Municipal and Shire Council Wages Staff Award provided that all employees will receive an entitlement to sick leave at least equal to the one week minimum under the Industrial Relations Act 1991.

**15. ANNUAL LEAVE LOADING**

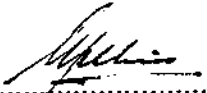
The Wage Rates in Clause 9 include an agreed amount as described in Appendix 3 in substitution for Annual Leave Loading. Therefore the State Award references to payment of such loading are not applicable under this Agreement.

R. H. M.  
J. H.  
W.  
CR

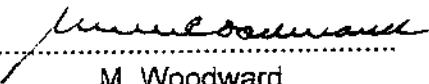
SIGNATORIES

MANLY COUNCIL

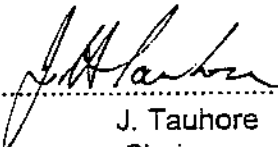
By


  
.....  
W. Collins  
General Manager

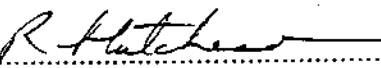
Witness

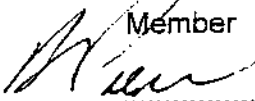
  
.....  
M. Woodward  
Director of Engineering  
& Technical Services


WORKS COMMITTEE

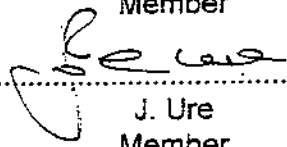
  
.....  
J. Tauhore  
Chairman

  
.....  
P. McDonough  
Secretary

  
.....  
R. Hutcheson  
Member

  
.....  
A. Pierce  
Member

  
.....  
C. Robertson  
Member

  
.....  
J. Ure  
Member



APPENDIX 1  
MANLY COUNCIL

DOMESTIC WASTE REMOVAL SERVICE

April 1994

Council provides a domestic waste removal service to enable residents to dispose of unwanted materials. The service is provided for the purpose of community health and has regard for the protection of the environment.

Council aims to provide a service that minimises the use of landfill for disposal, encourages recycling, and which is timely and cost effective.

Further, Council supports practices that reduce packaging where appropriate and encourages the use of composting to reduce materials entering the waste stream.

To satisfy these aims, Council provides residents with the following domestic services to households:-

- 1x 55 litre bin emptied each week
- weekly recycling service for paper, glass, aluminium and steel cans, P.E.T. and the H.D.P.E. milk bottles (see over for more details of materials collected for recycling.)
- 6 additional 55 litre garbage bin services per year.
- General clean up service at 10 weekly intervals. (This alternates between general household and green waste collection.)

Further 55 litre services are available at a cost of \$1.50 each.

Removal of up to 5 cubic metres of waste is possible at current commercial rates (contact Council for details.)

Residents may deposit domestic quantities of recyclable products at Council's Depot, Roseberry Street Balgowlah on Saturday and Sunday between 9.00 a.m. to 4.00 p.m., free of charge. Other domestic waste may be deposited at \$1.00 per bag and \$5.00 per boot load. Note: Commercial quantities are not accepted.

Advice on recycling and composting is available at Council. A range of compost bins are available for purchase at competitive rates.

Council is currently reviewing its green waste and general clean up practices, and an announcement in this regard is expected shortly.

APPENDIX 2  
STAFF COMMITTEE  
(CLAUSE 8 OF AGREEMENT)

1. The Committee will

Maintain ongoing consultation with the Director in the operation of the Waste Management Services of Council

Consider matters arising from implementation of this Enterprise Agreement

Monitor performance against Budget

Participate in the business considered by Council's Waste Management Committee

Consider matters relating to the safety of the workplace

Consider any other matters which it deems appropriate

2. The Committee will comprise the following

Manager Waste and Cleansing (Director's nominee)

Garbage Co-Ordinator

Three (3) staff elected from among those employees covered by this Enterprise Agreement

The staff will hold office for a period of 12 months and will be elected at a meeting at which all staff have the opportunity to attend. The Garbage Co-Ordinator will act as Returning Officer

3. The Committee will nominate a representative to each of the Waste Management Committee and Council's Occupational Health & Safety Committee.

4. The Committee will meet once each calendar month or as agreed among the members. Brief minutes of these meetings will be kept

5. The Committee may vary these guidelines by agreement among the members

APPENDIX 3  
WAGE STRUCTURE  
(CLAUSE 9 OF AGREEMENT)

	<u>Current</u>		<u>New</u>	
	<u>Weekly</u>	<u>Hourly Rate</u>	<u>Weekly</u>	<u>Hourly Rate</u>
Labourer	443.00	11.6582	500.42	13.1692
Driver	472.70	12.4399	529.24	13.9278
Team Leader	508.00	13.3685	568.76	14.9675
Supervisor	553.50	14.5610	619.70	16.3026
Co-ordinator	657.46	17.3015	736.10	19.3709

Council has previously acknowledged that the nature of the work undertaken by the Garbage & Recycling Staff meant that it was impractical for these staff to participate in a rostered day off scheme, or flexible working hours arrangement. Further, the introduction of the 38 hour week was not passed on to the staff in the form of a reduction in hours, as the nature of the work required attendance until the task was complete.

Council agreed to the introduction of a group flexi arrangement on 18 December 1984, where 5 days leave was taken in one bank by each member of staff at a mutually convenient time. It is agreed that this leave be foregone and payment made in lieu. The adjustment to wage rates represents an increase of 1.923%.

Council has previously agreed to the payment of 7 days leave to each member of staff in consideration of the 38 hour week. This payment has traditionally been made at Christmas. It is agreed that this payment be made on an hourly basis throughout the year. The adjustment to wage rates represents an increase of 2.692%.

It is agreed that the 17.5% Annual Leave Loading be paid on an hourly basis throughout the year in lieu of when proceeding on annual leave. The adjustment to wage rates represents an increase of 1.346%.

The work programme and budget, which forms the basis of this Agreement requires a significantly reduced workforce to undertake the work. In acknowledgment of this and other efficiencies now implemented in the workplace, a negotiated increase in rates of 7% for Labourers, 6% for other classifications has been agreed.

There will be no further increases during the term of the Agreement.

Supporting Calculation

- i) Group Flexi - 5 days, to be paid over a one year period  
5 days: 38 hours. 1 year, say 52 weeks or 1976 hours

$$\text{Increase} = \frac{1976 + 38}{1976} = \frac{2014}{1976} = 1.01923 \text{ or } 1.923\%$$

- ii) 38 hour week - 7 days, to be paid over a one year period  
7 days: 53.2 hours. 1 year, say 52 weeks or 1976 hours

$$\text{Increase} = \frac{1976 + 53.2}{1976} = \frac{2029.2}{1976} = 1.02692 \text{ or } 2.692\%$$

- iii) Annual Leave Loading, to be paid over a one year period  
17.5%, 4 weeks: 0.7 weeks or 26.6 hours 1 year = 1976 hours

$$\text{Increase} = \frac{1976 + 26.6}{1976} = \frac{2002.6}{1976} = 1.01346 \text{ or } 1.346\%$$

- iv) Negotiated increase of 7% for Labourers  
6% other classifications

$$\begin{aligned} \text{Total Wage Adjustment} &= 1.923\% + 2.692\% + 1.346\% + 6.0\%/7.0\% \\ &11.961\% \text{ or } 12.961\% \end{aligned}$$

When the Current Rates as shown in the Table are adjusted by these amounts, the Rates shown as 'New' result.

The 'New' Rates are accepted by both parties to the Enterprise Agreement.