

# ENTERPRISE AGREEMENT

NO: E.A. 71 /1996

DATE REGISTERED: 5-3-96

PRICE: \$ 15-00

# *Holroyd City Council*

## *Waste Services Enterprise Agreement*

### **1. Title**

This Enterprise Agreement shall be known as the Holroyd City Council, Waste Services Enterprise Agreement and shall provide the basis for determining the special conditions for staff employed in Council's Waste Services.

### **2. The Parties**

The Enterprise Agreement is made in accordance with the provisions of sections 115 - 142 of the Industrial Relations Act 1991 and the parties to this Agreement are Holroyd City Council (herein after referred to as the Council) and the Federated Municipal and Shire Council Employees Union of Australia (NSW Division) (herein after referred to as the Union) .

### **3. Intention**

This Agreement shall only apply to all employees employed in Waste Services in the occupations listed below:

Lorry Driver  
Relief Lorry Driver  
Runner  
Labourer

The service is located at Council's Depot, Fairfield Road, Guildford.

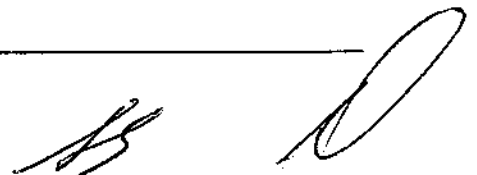
### **4. Duration**

This Agreement shall operate from the date of registration and shall remain in force for a period of two (2) years unless varied or terminated earlier by the provisions provided by the Industrial Relations Act 1991. The negotiation of a Council wide Enterprise Agreement which contains the provisions contained within this Agreement may lead to the termination of this Agreement, as required by s. 124 of the Industrial Relations Act 1991.

### **5. Duress**

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

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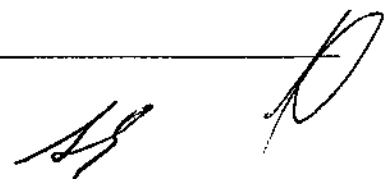
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## 6. Objectives

The parties to this Agreement shall ensure that the following performance standards and objectives are achieved:

- Council's Waste Services are provided in the most efficient manner;
- Career paths shall be facilitated by the provision of training to all employees in Waste Services and by the opportunity to act in higher duty positions;
- Work arrangements are reviewed on an on-going basis to identify and implement more effective processes and technologies as agreed to by the parties;
- All bins placed out for emptying must be emptied, drivers are to alight from trucks to manually position bins in awkward or impeded positions (supervisory personnel are to co-operate with drivers to ensure that awkward or impeded situations are minimised and that drivers are not unreasonably disadvantaged for providing such reasonable effort);
- Bins shall be emptied in a safe and reasonable manner with every effort being made for the truck to remain stationary whilst the bin is being emptied;
- Bins shall be returned, where possible, to the approximate position where they were placed by the occupier;
- Bins shall not be left in the middle of the footpath or on the road;
- Where the bin is unable to be collected due to the type, volume or weight of the material contained therein the driver shall notify the supervisor immediately by two-way radio, the supervisor shall arrange for the person responsible for the bin to be advised of the need to restrict waste material to household garbage consistent with the truck's lifting capacity, i.e. no toxic waste, demolition material or garden waste;

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- Waste, which is normally accepted by Council, which is spilt from the bin in the process of moving the bin to the compactor, or whilst being emptied shall be picked up by the driver and placed in the compactor (this requirement shall not apply to spilt waste which would jeopardise the health and safety of the driver);
  - Every effort shall be made to ensure that the lids of bins are closed after emptying;
  - Every effort shall be made to stay in designated roads prior to 5:00 am;
  - All basic checks on the truck (e.g. oil and water) shall be performed before leaving the depot;
  - Drivers shall report to the supervisor all problems with their truck that require attention by the mechanics, using the forms provided, on the day the problems were experienced;
  - Drivers shall provide all practical assistance to mechanics attending breakdowns in the field;
  - Drivers shall wash the truck at the conclusion of each day to the satisfaction of the supervisor;
  - Drivers shall keep the cabin of the truck clean and free from dirt and litter;
  - Drivers shall refuel trucks at the completion of each days work or when required to do so by supervising personnel;
  - Drivers shall make their trucks available for regular servicing and maintenance by Council's mechanics;

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- Drivers are responsible for the observance of Roads and Traffic Authority (RTA) weight limits for their trucks and are responsible for the payment of any penalties imposed for their trucks being overloaded (Council shall assist in overcoming the concerns of drivers in respect to this issue by installing a device on each truck which will provide an indication when the weight limit is being approached;
  - Drivers shall report any accident or damage to property to the supervisor on the day of the incident and complete, and pass on to the supervisor, the necessary accident report forms;
  - Drivers proven to be at fault in three motor vehicle accidents within a twelve month period shall be required to have their driving ability reassessed by a qualified driver assessor-trainer with a view to determining whether the driver is capable of continuing in that role.

#### **7. Award**

Award shall mean the Local Government (State) Award which provides salaries and conditions for the employees of the Council. Apart from clauses specified in this Agreement all other clauses of the Award shall apply.

#### **8. Provisions of the Agreement**

The Waste Services Enterprise Agreement shall operate to provide the special conditions of employment detailed below. Conditions of employment not specified in this agreement shall be established by the Award.

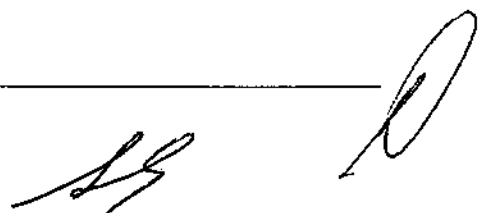
#### **9. Hours of Work**

The hours of work for employees shall commence at 4:00 am, Monday to Friday, and any time worked in excess of 7.6 hours on any day shall be paid at the appropriate overtime rate.

#### **10. Darg**

The darg shall be set at 950 bins per day, which equates to 4,750 per week. Any bins collected in excess of this agreed weekly total shall be paid at the rate of 20 cents per bin. The division of the runs shall be jointly agreed to by the parties.

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### **11. Extra Loads**

The collection by the drivers of any more than three (3) loads in any one day shall result in the payment of one (1) hour of overtime upon the production of the weighbridge receipt from the tip.

### **12. Salary Increase**

The weekly salaries of staff employed as drivers and relief drivers shall, as a result of the signing of this Agreement, be increased by payment of \$100.00 per week. The runner or labourer shall maintain the salary relativity which existed prior to the making of this Agreement. This new rate of pay shall apply for all purposes of the Award. This increase shall be in addition to increases in rates of pay which flow from the implementation of Stage 2 of Award Restructuring in the Award and shall not be subject to absorption in any future Award increases.

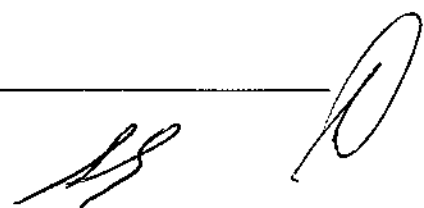
The wage increases prescribed by this clause shall be applied to an employees ordinary rate of pay. Ordinary rate of pay shall mean the employees award rate plus over award payment. The ordinary rate of pay is recorded in written form in the wages records of Council which are maintained in Council's Administrative Centre.

### **13. Salary Relativities**

Staff other than drivers, relief drivers and the runner, as mentioned in clause 12. Salary Increase, employed in Waste Services, at the time of making this Agreement, shall have the salary relativities, which existed prior to the making of this Agreement, maintained.

The wage increases prescribed for drivers, relief drivers and the runner shall be applied on a pro rata basis to other staff within the garbage collection section, excepting the supervisor and acting supervisors, according to the relationship between the rate of pay applying to those positions and the rate of pay applying to drivers and relief drivers prior to the making of this Agreement.

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#### **14. Redeployment**

Waste Services staff redeployed to another area of Council's activities shall have their salaries maintained at the rate which they would have received had they still been employed in Waste Services. Salary maintenance shall only apply where redeployed staff are prepared to undertake the duties as assigned, within the alternate area of the Department.

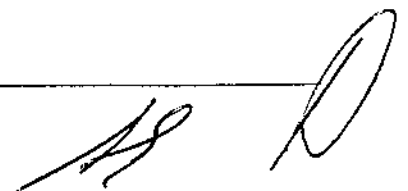
#### **15. Intention of the Parties**

The intention of the parties to this Agreement is to reduce the truck fleet by one and redeploy staff in excess of those mentioned above to Council's recycling service.

#### **16. Grievances and Dispute Settlement Procedure**

- (i) At any stage of the procedure, the employee(s) may be represented by the union or its local representative and the Council represented by the Local Government Association (the Association).
- (ii) A grievance or dispute shall be dealt with as follows:
  - (a) The employee(s) shall notify the supervisor of any grievance or dispute and the remedy sought, in writing.
  - (b) A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.
  - (c) If the matter remains unresolved, the employee(s) may request the matter be referred to the Manager of Environment and Health or other authorised officer for discussion. A further meeting between all parties shall be held as soon as practicable.
  - (d) If the matter remains unresolved, the employee(s) may request the matter be referred to the Director, Environmental Planning Services for discussion.

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(e) If the matter remains unresolved the General Manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.

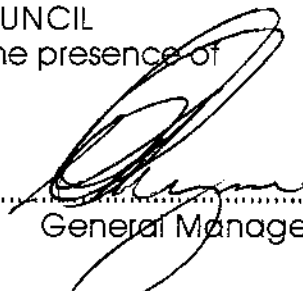
(f) Where the matter remains unresolved, it may be referred to the employee's union or representative and by the General Manger or other authorised officer to the Association for further discussion between the parties.

- (iii) The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.
- (iv) During this procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, work is to proceed as normal.

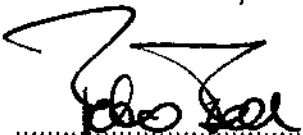
**17. Project Review**

The operation of this Agreement shall be reviewed in detail on or before the 1 March 1996 to ensure consistency with the objectives detailed above. Should either party determine at that time that the Agreement is not operating in a manner consistent with these principles, and no agreed variation can be made, then the parties agree that the Agreement will be terminated.

SIGNED on behalf of  
HOLROYD CITY  
COUNCIL  
in the presence of

  
.....  
General Manager

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)  
)  
.....  
Mayor

  
.....  
Witness



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

*J. J. Bennett*  
.....  
General Secretary

*[Signature]*  
.....  
Witness

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