

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/07

TITLE: Orange City Council Mechanical Patcher Enterprise Agreement

I.R.C. NO: 201/7356

DATE APPROVED/COMMENCEMENT: 4 December 2001

TERM: 4 December 2003

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 15 March 2002

DATE TERMINATED:

NUMBER OF PAGES: 12

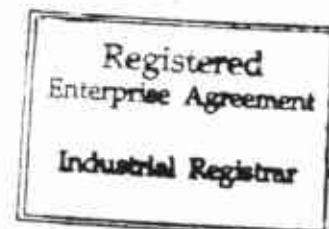
COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement covers all employees employed by Orange City Council in its Mechanical Patcher Team, which is a distinct operational unit of Council's activities.

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

ORANGE CITY COUNCIL

MECHANICAL PATCHER ENTERPRISE AGREEMENT



1. Title And Intention 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 Orange City Council Mechanical Patcher Enterprise Agreement and will be the basis for rewarding operational staff using Council's "blower type" patching machine for exceeding performance targets and maintaining a high standard of work in line with quality assurance principles.

The base team of employees working under this agreement will consist of three operators for work on city streets and four operators for rural road works. Relief staff will be given the opportunity to join the patching team and will then be required to operate under the terms and conditions of this agreement.

2. The Parties

2.1 The Parties to this Agreement are Orange City Council (herein after referred to as the Council) and the Federated Municipal and Shire Council Employees' Union of Australia (New South Wales Division) (herein after referred to as the Union).

3. Duration

3.1 The Agreement and the benefits accruing under it will commence from the date of ~~signing~~
approval and remain in force for a period of two years.

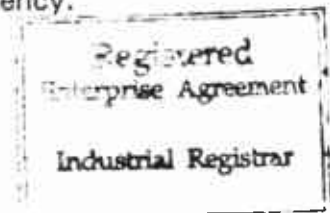
4. Relationship With The Award

4.1 This Agreement shall be read and interpreted wholly in conjunction with the Local Government (State) Award 2000 and any amendments to that award.

4.2 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 unless the award increase is to compensate for provisions provided for in this agreement.

4.3 In the event of any inconsistency between the award and this agreement the agreement shall prevail to the extent of the inconsistency.

4.4 Where this agreement is silent the award shall prevail.



5. Principles

5.1 The Agreement represents a commitment by the Council and its employees to provide a team approach to meet the needs of the community.

- 5.2 The parties to this agreement are committed to improving the efficiency and effectiveness of road patching works and to ensure that the local road network offers the residents of the City of Orange a high level of amenity at a competitive cost.
- 5.3 Significant improvements in the cost effectiveness of the service require the patching machine to be used for periods in excess of those provided by standard hours.
- 5.4 The patching team, including relief staff, understand that from time to time individuals may be required to perform duties that are within the limits of the employees skill competence and training but are not contemplated within the terms of this agreement.

6. Spread Of Hours

- 6.1 The spread of hours for work will be from 6.00am to 6.00pm Monday to Friday.

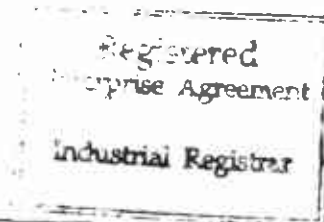
7. Hours of Work

- 7.1 The patching team may determine to work as many hours within the spread of hours prescribed in Clause 6 as they believe are reasonable consistent with Occupational Health and Safety principles. The minimum number of working hours each fortnight shall be 76. Overtime rates of pay do not apply to time worked in excess of 76 hours per fortnight, within the spread of hours specified in Clause 6 of this agreement, but rather are rewarded through the increase in rates detailed in Clause 8, Rates of Pay.
- 7.2 Standard hours for the purposes of calculating the rates of pay in this agreement are based on 8 hour 26 minute day and nine day fortnight.
- 7.3 Subject to budgetary constraints Council reserves the right to limit the number of hours that can be worked in excess of the minimum 76 hours per fortnight.

8. Rates Of Pay

- 8.1 A productivity bonus, where applicable, will be calculated daily and paid on a fortnightly basis in addition to the existing current rates of pay. This productivity bonus will be calculated in accordance with Clause 9 of this agreement.

9. Productivity Bonus



- 9.1 A productivity bonus will be paid to the patching team based on 50% of the savings achieved above an output of 800 litres of bitumen emulsion per 8 hour 26 minute day.
- 9.2 Cost savings will be calculated in accordance with the guidelines detailed below and the measures established Appendix 1:
- (i) Appendix 1 shows savings to Council for production in excess of the base daily output. Increased daily costs are also shown for production of less than the base output. Savings will be calculated daily and paid fortnightly.
 - (ii) No performance bonus will be paid for work not conforming to the performance requirements of the quality procedure shown in Appendix 2. Approximately 10% of work undertaken will be inspected each fortnight, should 25% or more of this work be found to be unsatisfactory an inspection of all work completed in that fortnight will be undertaken with the supervisor of the patching team. If more than 10% of the total work undertaken in this fortnight is unsatisfactory no bonus will be paid for that period.
 - (iii) Where the average productivity bonus payments are calculated to be a negative value they will be taken to be zero for the fortnightly period in question.
 - (iv) The output of bitumen emulsion required before the productivity bonus would apply will increase proportionately to the length of time worked on a particular day eg an increase in working time of 10% to 9 hours 17 minutes would require a base bitumen output increased by 10% to 880 litres.

10. Quality Assurance

- 10.1 Work under this agreement shall be undertaken observing quality assurance principles in particular work shall be undertaken in accordance with Appendix 2 titled "Patch With Jetpatcher" and any revision of this document.

11. Relief Team

Council reserves the right to allocate a relief team to operate the patching machine during those periods when members of the regular team are not available.

12. Grievance and Dispute Procedures

The parties are strongly committed to consultation and joint problem solving.

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*.

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.

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.

If no Agreement can be reached at job level, a delegate or employee representative shall discuss the matter in dispute with the relevant manager or his/her representative.

If no Agreement can be reached at manager level then discussions shall take place between the General Manager and the employee concerned, or their representative in order to resolve the issue.

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.

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.
- (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:

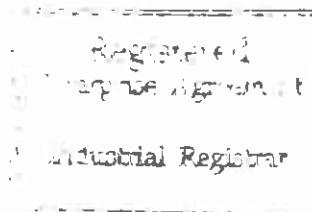
"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

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.
- 14.2 During the term of this agreement negotiation may take place between the parties to resolve any issues with respect to the nature of this agreement which may arise from the operation of this agreement.

15. Signatories To The Agreement

In signing this Agreement, the parties agree that the rates of pay and the implementation of the conditions provided for in this Agreement will take effect from the date of signing.



SIGNED on behalf of
ORANGE CITY
COUNCIL

In the presence of

[Handwritten signature]
.....

Witness

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.....

SIGNED on behalf of the
FEDERATED MUNICIPAL AND SHIRE
COUNCIL EMPLOYEES' UNION OF
AUSTRALIA, (NEW SOUTH WALES
DIVISION)

In the presence of

[Handwritten signature]
.....

Witness

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ACTING GENERAL SECRETARY



APPENDIX 1

Registered
Enterprise Agreement
Industrial Registrar

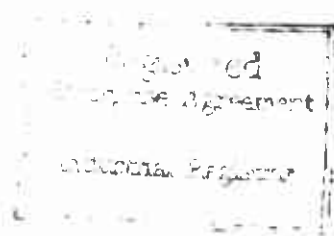
JETPATCHER PRODUCTIVITY CALCULATIONS

RESOURCE	RATE	UNIT	OUTPUT Tonnes/0.44 hour/day																					
			1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	7.5	8	8.5	9	9.5	10	10.5	11	11.5
Gang/yr	19.34m	0.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44
Excavator 1	19.20m	0.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44
Excavator 2	19.20m	0.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44
Jet Patcher	37.00m	0.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44	8.44
Emulsion	0.44 litres	100	150	200	250	300	350	400	450	500	550	600	650	700	750	800	850	900	950	1000	1050	1100	1150	1200
Aggregate	13.53 tonnes	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	7.5	8	8.5	9	9.5	10	10.5	11	11.5	12
Chalk	0.72 litres	24	34	44	54	64	74	84	94	104	114	124	134	144	154	164	174	184	194	204	214	224	234	244
Miscellaneous	50.00 litres	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Cost per Day		924.2406	952.9306	981.6125	1010.2944	1038.9763	1067.6579	1096.3398	1125.0217	1153.7036	1182.3855	1211.0674	1239.7493	1268.4312	1297.1131	1325.7950	1354.4769	1383.1588	1411.8407	1440.5226	1469.2045	1497.8864	1526.5683	1555.2502
Cost per Tonnes		824.2406	832.2871	840.3336	848.3801	856.4266	864.4731	872.5196	880.5661	888.6126	896.6591	904.7056	912.7521	920.7986	928.8451	936.8916	944.9381	952.9846	961.0311	969.0776	977.1241	985.1706	993.2171	1001.2636

Saving per day based on produce	-758.535	-704.345	-650.155	-595.965	-541.775	-487.585	-433.395	-379.205	-325.015	-270.825	-216.635	-162.445	-108.255	-54.065	0	54.19003	108.38006	162.57012	216.76018	270.95024	325.14030	379.33036	433.52042	487.71048	
Gang bonus per day with base 18	-379.2675	-352.1725	-325.0775	-297.9825	-270.8875	-243.7925	-216.6975	-189.6025	-162.5075	-135.4125	-108.3175	-81.2225	-54.1275	-27.0325	0	27.0325	54.0650	81.0975	108.1300	135.1625	162.1950	189.2275	216.2600	243.2925	270.3250
Gang bonus per hour with base 18	-44.8583	-41.7756	-38.6929	-35.6082	-32.5235	-29.4388	-26.3541	-23.2694	-20.1847	-17.1000	-14.0153	-10.9306	-7.8459	-4.7612	0	4.7612	9.5224	14.2836	19.0448	23.8060	28.5672	33.3284	38.0896	42.8508	
Equivalent tonnes per hour	0.118453	0.177725	0.236997	0.296269	0.355541	0.414813	0.474085	0.533357	0.592629	0.651901	0.711173	0.770445	0.829717	0.888989	0.948261	1.007533	1.066805	1.126077	1.185349	1.244621	1.303893	1.363165	1.422437	1.481709	
Equivalent tonnes per hour	11.84534	17.77251	23.69968	29.62685	35.55402	41.48119	47.40836	53.33553	59.26270	65.18987	71.11704	77.04421	82.97138	88.89855	94.82572	100.75289	106.68006	112.60723	118.53440	124.46157	130.38874	136.31591	142.24308	148.17025	

* Subject to quality of work being consistent with quality procedures
 * Gang assumed to include three workers

The gang bonus equates to 54.2c per litre when an output of 800 litres per day is exceeded.



APPENDIX 2

Registered
Enterprise Agreement
Industrial Registrar



ORANGE CITY COUNCIL - TECHNICAL SERVICES DIVISION

Title: Patch With Jetpatcher
WORK METHOD STATEMENT

Scope: This document applies to the repair of potholes or edge in a bitumen roadway surface.

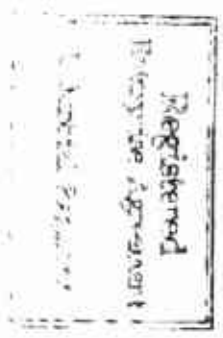
TASK	PROCEDURE	PERSONNEL/ SPECIAL EQUIPMENT	QUALITY REQUIREMENTS	INSPECTION AND TEST PLAN			DOCUMENTATION AND COMMENTS	
				METHOD	BY	FREQUENC Y		TASK SIZE
Apply aggregate /emulsion mix	Blow mix into hole or edges Fill hole or edges to match existing surface	Work Staff Jet Patcher	Emulsion/aggregate ratio in accordance with manufacturer's recommendation ± operator discretion Finished level to be smooth and to be no lower than adjacent surface	Visual	Work Staff	Each failure	Each location	
Clean up work area	Remove excessive loose material Loose material to be swept to patch Check drainage is clear of excess material	Work Staff Hand tools	No loose material All waste and debris removed from site Line marking organised if required.	Visual	Work Staff	Each repair	Each location	Record if follow up maintenance necessary
Remove traffic control devices	Remove in logical order Consider if longer term signs are required and if street sweeper should be informed	Work Staff	All devices are removed while maintaining safety of public and work staff	Visual	Work Staff	Each device	Each site	
Complete Daily Running Sheet	Sign off repair Record location, date etc	Ganger Work Staff	Must be accurate and complete			Daily	Each site	DRS's Works order
Clean out Jetpatcher	Follow the manufacturer's instructions	Work staff	Jet distribution, nozzles etc. are clean and ready for reuse	Visual	Work Staff	Each cleaning		Cleaning residue to be disposed of so not to cause environmental harm

Registered
Interprise Agreement
Industrial Registry



ORANGE CITY COUNCIL - TECHNICAL SERVICES DIVISION

Title: Patch With Jetpatcher
WORK METHOD STATEMENT



Scope: This document applies to the repair of potholes or edge in a bitumen roadway surface.

TASK	METHOD	PERSONNEL/ SPECIAL EQUIPMENT	QUALITY REQUIREMENTS	INSPECTION AND TEST PLAN				DOCUMENTATION AND COMMENTS
				METHOD	BY	FREQUENCY	TASK SIZE	
Collect materials	Suitable quantity for days work. Lightly hose aggregate down to reduce dust if required	Work Staff	Material suitable for use in jetpatcher	Visual	Work Staff	Each load	As determined	Refer to M.S.D.S. for handling and PPE requirements
Traffic Control	Determine traffic control requirements Erect signs Vehicle positioned safely and warning lights active Use traffic controllers if necessary	Work Staff Signs	Use relevant traffic control plan Check visibility of traffic control plan	Visual	Work Staff	Each Location	Each Site	Record the TCP used • PPE to be worn • Staff controlling traffic must have Traffic Controller Certificate.
Define work area	Locate area to be repaired	Work Staff	Location is correctly identified	Visual	Work Staff	Each failure	Each location	Works order
Remove unsound material	Excavate if necessary to a solid base Lightly hose site with water if excessively dusty Blow loose material from base, edges and surrounding surface Remove excavated material to the disposal site	Work Staff Pavement breaker Hand tools Jet Patcher	No loose material Solid base Repairs extend to solid material	Visual	Work staff	Each failure	Each location	Use PPE including eye protection
Apply tack coat of emulsion	Apply light, even coat to sides and bottom of hole or edge using jetpatcher Avoid runoff of emulsion into drains	Work Staff Jet Patcher	Emulsion covers whole surface of the base and sides of repair Avoid pooling of emulsion	Visual	Work Staff	Each Failure	Each location	Refer to M.S.D.S. for handling and PPE requirements