

Provision for Garbage, Recycle, Organics Waste Collection Services

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1. Tender Outcome

1. Council has made the decision to engage specialised waste collection company JJ Richards to deliver Nillumbik's kerbside waste collection service. The service will be delivered from JJ Richards depot based in Somerton.
2. The initial contract term is seven (7) years with an extension option of up to three (3) years. The total duration of the contract, including the exercise of any options, shall not exceed ten (10) years.
3. The engagement of JJ Richards to deliver the Council's kerbside waste collection service represents operational cost savings of around \$4.2 million over the initial contract term of seven (7) years.
4. In addition to the operational cost savings, JJ Richards is an industry leader and has in place, proven and tested technology solutions and key partnerships with vehicle manufacturers, that together will assist Council in delivering a high-quality, value-for-money service to the community. The technology solutions are discussed further in section 5 – Qualitative Assessment

2. Service Specification

5. A service specification was developed in house based largely on the Shire's current service level, with scope for a weekly garbage service that some ratepayers expressed an interest in and presented to Councillors in March 2019.
6. Key considerations of the specifications are:
 - Level of service available to all eligible Nillumbik residents.
 - Maintaining at a minimum but ideally improving the standard of service offered.
 - Ensuring the specification would allow for a proper, fair comparison of the in house service with external party offers, a true "like for like" basis.
 - Ensuring the interests of in house affected staff are addressed
7. The specification was structured to enable a direct comparison between tenderers' offers and Council's in house service.
8. The costs to deliver the core and ancillary waste services in house for the next seven years were determined. This including sourcing costs for a new vehicle fleet, inclusion of GPS and customer service technology, operation and maintenance costs as well as corporate overheads.
9. The specification was developed in consultation with kerbside waste collection staff (KWCS) and their Australian Services Union (ASU) representatives.
10. Four formal meetings were held with our staff and the ASU across January and February 2019. These meetings were in addition to regular monthly staff meetings held by the CEO and Shire Executive to inform staff of general activities and at all meetings staff were encouraged to provide their feedback.
11. As presented to Councillors in the March 2019 Briefing, formal consultation with our waste collection staff and the ASU resulted in the following three conditions being included in the

specification:

- All existing Nillumbik Shire Council waste collection staff to be offered employment with any external provider if so approved by Council.
- Affected staff to transfer to external provider on the terms of Nillumbik's Enterprise Agreement No 8 (NSC EA8) for a period of two years.
- That the KWCS continue to be based out of Council's Operations Centre at 290 Yan Yean Road, Plenty

Tenderers were also invited to submit alternative offers that did not meet all of these conditions.

Under the conditions of the tender process, Council reserved the right to consider alternative offers.

12. The term of the contract being assessed is seven (7) years with an option to extend for a further three (3) years.

3. Service Levels and Standards

13. The level of service specified was determined by Council in October 2018 as shown in Table 1 below.

Table 1 Summary of Service Levels

Bin Type	Base		Customised Options		
	Bin size (L)	Frequency	Increase Bin Size	Additional Bin	Increase Frequency
			Bin size (L)	Bin Size (L)	Frequency
Residual Red lid	120	Fortnightly	140	120	Weekly
FOGO Green lid	120	Weekly	240	120	-
Recycling Yellow lid	240	Fortnightly	-	240	-

14. The core service is:
- a. Collection of waste from eligible properties including nominated Council facilities where presented.
 - b. Collection of missed and partially emptied bins and clean-up of spilt contents.
15. Ancillary bin services include delivery of bins for new or additional services, repair and replacement of damaged or stolen bins and supply of bin services for events.
16. Service standards were compiled through Key Performance Indicators promoting regular reporting and accountability. These are shown in Appendix A.
17. The summary of service levels is in two parts:
- c. Part A – covers the service levels that are required for the service:
 - i. They are part of regular reporting.
 - ii. They are reviewed as part of regular auditing.
 - iii. They incur a penalty where the occurrence is not rectified or is repeated.
 - d. Part B – covers service levels that have the highest impact on the customer experience:
 - i. They are the subject of regular reporting including rectification.
 - ii. They are measured against explicit key performance indicators.
 - iii. Penalties will apply where performance standards are not met.
18. Council will be responsible for ensuring contractor performance:
- e. Making sure that issues are reported and rectified.
 - f. Reports are received and analysed against the standards described in Appendix A.
 - g. Performance meetings are held and non-performance is managed either through negotiation or the application of penalties.

Appendix A: Summary of service levels and key performance measure (KPI) targets

A: Summary of service levels

Measure	Where will data be captured	Who captures data	Reporting frequency and format	Required action	Condition for Nillumbik's right to impose penalty	Supervisor will have the right to impose the stated penalty
Report bin contamination	If excessive contamination in any two (2) consecutive collections or more than twice in any six (6) month period. Driver observation, camera etc. Data to be captured through Contractor's system	By Contractor through driver	In writing in monthly report	Driver to report. Supervisor will decide if, what, how communication will take place to resident	N/A	N/A
Notification of issues	Within one (1) hour verbally; written notice within 24 hrs: <ul style="list-style-type: none"> Any personal injury or property damage which occurs in the course of the Collection Service (start to repair the damage or pay compensation to the owner of the property within forty eight (48) hours of the damage occurring); or Any interruption to or disruption of the performance of the Collection Service 	By Contractor to the Supervisor at Council	As and when they happen. Summary at the end of the month on relevant corrective action	Contractor to rectify within response time. Monthly review of cause and effect to reduce the chance of recurrence	N/A	N/A
Notification of issues	Within two (2) hours verbally; written notice within 24 hrs: <ul style="list-style-type: none"> Any failure of any item of the Contractor's plant; or Any other matter which may potentially interrupt or disrupt the performance of the Collection Service 	By Contractor to the Supervisor at Council	As and when they happen. Summary at the end of the month on relevant corrective action	Contractor to rectify within response time. Monthly review of cause and effect to reduce the chance of recurrence	N/A	N/A
Notification of issues	Within three (3) hours verbally; written notice within 24 hrs: <ul style="list-style-type: none"> Any problem or potential problem with the performance of the Collection Service (except where any shorter period is prescribed elsewhere in the Contract) 	By Contractor to the Supervisor at Council	As and when they happen. Summary at the end of the month on relevant corrective action	Contractor to rectify within response time. Monthly review of cause and effect to reduce the chance of recurrence	N/A	N/A
Failure to clean vehicles within 24 hours	Dirty vehicle notified in writing by Supervisor to the Contractor	Supervisor (may be observed by Council staff or complaint by the community)	In monthly report	Contractor to clean vehicle within 24 hours or agreed with Supervisor on an alternative timeframe/date to have the vehicles cleaned	No corrective action, or proposal made by Contractor that is agreed by the Supervisor on an alternative date for cleaning	\$100/incident per vehicle. This penalty doubles for each additional uncorrected action within the same month
Failure to completely empty a bin	As reported by Council's Customer Service through the Pathway system. Data will be routed to the Contractor through the required interface built by Contractor to the Contractor's system	Customer Service>Pathway>Contractor's system	In monthly report	Contractor to rectify within response time. Monthly review of cause and effect to drive down ongoing trend	When Contractor under performs against KPI and if performance is not lifted in the subsequent month's performance	\$50 per bin for each bin that exceeds the KPI limit

Measure	Where will data be captured	Who captures data	Reporting frequency and format	Required action	Condition for Nilumbik's right to impose penalty	Supervisor will have the right to impose the stated penalty
Failure to adhere to Council's customer service instructions (must be given in writing and within agreed resolution time as defined in specification)	Measured against: <ul style="list-style-type: none"> return telephone calls from Council staff within one (1) hour; respond to emails from Council staff within one (1) Working Day; acknowledge receipt of any letter from Council within one (1) Working Day of receipt; and confirm that action has been taken on any request or direction (to which clauses 5.3.1, 5.3.5 and 5.13.8.3 do not apply) within five (5) Working Days of receipt 	Customer service feedback based clear log of activities	No summary report required	Contractor to action within response time. Monthly review of any non-response occurrence	Situation not corrected after written warning from the Supervisor. Allowed one warning without penalty each six (6) months	\$100/incident post first warning per six (6) months
Failure to adhere to Supervisor's instructions (must be given in writing and within agreed resolution time as defined in specification)	Measured against the time given in writing and the agreed response time	Supervisor per the record of request in writing	No summary report required	Contractor to rectify within response time. Monthly review of cause and effect to drive down ongoing trend	Situation not corrected after written warning from the Supervisor. Allowed one warning without penalty each 12 months	\$100/incident post first warning per 12 months
Failure to supply required information, reports or data on time; failure to attend meetings	Against written request by Council staff. The Contractor will need to raise timing of supply if not able to meet requested date or agreed for an alternative date of supply. The Requestor of information at Council will track request and supply date.	Supervisor (as informed by Council staff)	No summary report required	Contractor to rectify within response time. Monthly review of cause and effect to drive down ongoing trend	Situation not corrected after written warning from the Supervisor. Allowed 24 hours for corrective action prior to application of penalty	\$100/incident post first warning per 12 months
Failure to clean spills from bins or collection vehicles	This data will be reported by the community to Customer Service. Customer Service will report as request in Pathway; data will be routed to Contractor through interface.	Community>Customer Service>Pathway>Contractor>Driver	No summary report required. Adhoc analysis from Pathway data if required	Contractor to clean up spill within the same day. Cause of the spill to be investigated and any relevant corrective action	The incident had been investigated and found to be caused by the Contractor	\$100/incident
Contractor's staff or sub-Contractor's staff soliciting gratuity	Reported by Supervisor and investigated by Contractor	Supervisor	As and when it occurs	Contractor to investigate and take corrective action	This is an ethics and fraud issue. Immediate disciplinary action must take place	Potential contract termination
Starting Collection Service outside the nominated collection times	GPS data with time stamp. Community report of incident through Pathway	Contractor's GPS system or Council's Pathway system	In monthly report should the incident occur	Contractor to rectify within response time. Monthly review of cause and effect to drive down ongoing trend	Contractor failed to demonstrate corrective action or approval from Supervisor to operate outside of agreed hours	\$500/event. Penalty doubles on repeated offences. If more than two (2) events reported in the same month, it is considered a contract breach and risk of contract termination

Measure	Where will data be captured	Who captures data	Reporting frequency and format	Required action	Condition for Nilumbik's right to impose penalty	Supervisor will have the right to impose the stated penalty
Collection of any waste not associated with the Contract and delivery to the Nominated Facility or Alternative Facility	Any source of data capture	Anyone	In monthly report should the incident occur	Action will be reported to the Contractor by the Supervisor. Incident to be investigated immediately and outcome to be reported back to the Supervisor	This is an ethics and fraud issue. Immediate disciplinary action must take place	Potential contract termination
Failure to provide a safe work place or failure to implement OHS systems	Reported by observation from anyone	Anyone	Ad hoc or as incident occurs	Contractor to rectify with immediate action. Report to the Supervisor	Breach of OH&S regulation is a serious issue	Potential contract termination if unsatisfactory resolution by the Contractor
Failure to comply with gross vehicle mass on the road	As reported or observed. Contractor given opportunity to investigate	Supervisor via Nominated Facility feedback	Monthly	Contractor to rectify with immediate action. Target is zero	If Contractor has not demonstrated robust driver training and education or if repeated occurrence within the same 12 months	\$5000/event

B: Summary of service level with KPI targets

Measure	Where will data be captured	Who captures data	Reporting frequency and format	Required action	Condition for Nillumbik's right to impose penalty	Supervisor will have the right to impose the stated penalty	Calculation of KPI	KPI Targets
Failure to repair a Bin within the nominated time.	As reported by Customer Service through the Pathway system. Data will be routed to the Contractor through the required interface build by Contractor to the Contractor's system.	Customer Service>Pathway>Contractor's system. Repair within 24 hours.	In Monthly report.	Contractor to rectify within response time. Monthly review of cause and effect to drive down ongoing trend.	When contractor underperforms against KPI and if performance is not lifted in the subsequent month's performance.	\$50 per Bin for each Bin repair that exceeds the KPI limit.	Using Pathway completion data for 'repair of bins'. Number of bins repaired within 24 hours as a % of bins required repairing	>99.5%
Failure to deliver new Bin/replacement Bin on time (within 24 hours).	Supply a Bin to a property under clause 5.10.2, within twenty four (24) hours after: <ul style="list-style-type: none"> A request for a new Bin service; Becoming aware that a Bin has been lost, stolen; damaged or destroyed; or The Supervisor nominating the property under clause 5.10.2. 	Customer Service>Pathway>Contractor's system.	Request actioned and reported through system as the event occurs. Request updated per interface update frequency. Monthly summary reports (Contractor's internal management process may be weekly or daily).	Contractor to rectify within response time. Monthly review of cause and effect to drive down ongoing trend.	When contractor underperforms against KPI and if performance is not lifted in the subsequent month's performance.	\$50 per Bin for each Bin delivery that exceeds the KPI limit.	Using Pathway completion data for 'Delivery of bins for New and Replacement'. Number of bins delivered within 24 hours as a % of bins require delivery	>99.5%
Missed collection of Bin	As reported by Customer Service through the Pathway system. Data will be routed to the Contractor through the required interface build by Contractor to the Contractor's system	Customer Service>Pathway>Contractor's system	Request actioned and reported through system as the event occurs. Request updated per interface update frequency. Monthly summary reports (Contractor's internal management process may be weekly or daily).	Contractor to rectify within response time. Monthly review of cause and effect to drive down ongoing trend.	When contractor underperforms against KPI and if performance is not lifted in the subsequent month's performance.	\$50 per Bin for each missed Bin that exceeds the KPI limit.	Assume 100% presentation of bins. The number of bins reported in Missed Collection through Pathway per 10,000 bins to be collected.	Lower than: <ul style="list-style-type: none"> Garbage 12 missed bins/10,000 bins Recycle 9 missed bins/10,000 bins Green 5 missed bins/10,000 bins
Closure of requests in Pathway	Monthly measure CRMs closure. % Closed outside of service level (For all CRM, CRM action must be within 24 hours, closure 48hrs after creation of CMR)	Contractor respond through interface to Pathway on completion of CRM. Closure measured against agreed Response time	Request actioned and reported through system as the event occurs. Request updated per interface update frequency. Monthly summary reports (Contractor's internal management process may be weekly or daily).	Contractor to rectify within response time. Monthly review of cause and effect to drive down ongoing trend.	When contractor underperforms against KPI and if performance is not lifted in the subsequent month's performance.		For each CRM created in Pathway that requires action and closure from the Contractor. % Actioned and Closed within required time	>99.8%
Lost time injury	Reported Lost Time Injury	Contractor	Monthly	Ongoing training, development and management. KPI trending to be monitored and measured. Any significant deviation to be investigated. The Contractor is to show evidence of uncompromising safety culture.			Lost time injury measured in Days	To be proposed by Contractor and agreed by Supervisor before contract start. Must not be less than current OH&S performance of the Contractor or the Council

4. Tender Process

19. A Tender Evaluation Plan (TEP) and a Probity Plan were developed by the Tender Evaluation Panel consisting of Council officers and Councils Senior Procurement Specialist supported by an external procurement consultant. A external independent Probity Advisor appointed to ensure that the tender process was undertaken in fair and equitable matter.
20. The Evaluation was conducted in a three stage process.
 - a. Stage 1 - pass or fail step and required tenderers to demonstrate:
 - i. The proposed waste collection fleet is owned by the tenderer.
 - ii. All Staff engaged in the delivery of the service are employed directly by the tenderer.
 - iii. Compliance with the Fair Work Act.
 - iv. Financial viability.
 - v. Safety, quality and environmental policies or systems.
 - b. Submissions that achieved a pass mark (75/100) in the qualitative phase (stage 2) proceeded to Stage 3. A score of 75/100 sets a minimum quality standard for submissions to proceed to the next stage. In the event that insufficient submissions meet the score then the top three ranked submissions will proceed.
 - c. Stage 2 scored the tenderers against the criteria in Table 2.

Table 2 Qualitative Criteria

Stage 2 Evaluation Criteria	Weighting
Capability – Resources	15%
Capability – Service Delivery	20%
Capability – Systems and Reporting	10%
Relevant Experience	15%
Quality and Risk Management	20%
Business Transition Plans	10%
Environmental & Sustainability	5%
Economic and Social Sustainability	5%
Max Possible Total	100%

- d. Stage 3 then assessed the tendered price offers and options and the resulting value for money outcomes
21. Following the completion of evaluation of tenders and any further pricing negotiations, a further independent audit of tendered prices and in house costs was undertaken. This ensured the financial proposals are compared on a like for like basis.
22. A request for tender was advertised in The Age on Saturday 30 March 2019. Tenders closed on Thursday 9 May 2019 with a mandatory tender briefing held on 8 April 2019. Three interested parties registered and attended.
23. Under the conditions of the tender process, Council would only accept tendered

submissions from tenderers that attended the mandatory tender briefing. Submissions closed 9 May 2019.

24. Two submissions were received which met all the minimum requirements. The tendered submissions also included alternative offers that met the service delivery requirements, but which proposed different arrangements in regards to the three conditions requested by the KWCS and the Australian Services Union (ASU) representatives.

5. Qualitative Assessment

25. Stage 2 of the tender process was to assess quality. The two submissions were scored against the weighted evaluation criteria by the TEP. The in house service was also evaluated against the same criteria.
26. Both tenderers performed strongly in the first phase of the qualitative evaluation which was presented to Council on 9 July 2019, passing the 75% minimum acceptance level.
27. The qualitative assessment was reviewed and updated following the tender reference checks that were conducted between 9 and 16 July 2019.
28. Minor qualitative assessment scoring changes occurred following price clarifications, CEO interviews and referee checks. The changes related to technology and customer service aspects.
29. JJ Richards outperformed Tenderer 2 based on both their fleet asset management and design driven enhanced engineering capability of their fleet as well as their proven GPS/customer service technology. Reference checks showed that the technologies and system from JJ Richards is a proven solution across their current contracts. Reference checks for Tenderer 2 did not evidence that the proposed system and technologies were proven or used within the existing contracts.
30. The technology solutions from JJ Richards include six (6) 360 degree cameras mounted onto modern waste collection vehicles, linked into a market tested and proven in truck computer system called j-Track®.

j-Track® provides the following benefits:

- Timely and consistent services via the on board run navigational system
- Reduced instances of missed bins due to inbuilt alerts and confirmations
- Safe and compliant vehicle operations via on board driving hour and load weight monitoring systems
- Incident investigation data recorded via vehicle mounted cameras
- Effective contamination management program
- Auditable database of collection information

The j-Track® system and supporting technology equipment will enable and assist Council in partnership with JJ Richards, in identifying, understanding and targeting any areas of concern such as contamination levels within the different waste streams – Household, Recycling and Greenwaste, supported by intelligent and system captured data.

31. Missed bin data* from the Victorian government's Know Your Council website indicated that JJ Richards has a stronger customer focussed business model than Tenderer 2 or the in house service. This is evidenced by JJ Richards better missed bin performance. This was also reinforced through the reference checking process. JJ Richards referees reported highly consistent service delivery and strong accountability. This was less evident from Tenderer 2 referees.

*Data results used commercial in confidence tendered information to identify which Victorian Councils are serviced by JJ Richards and Tenderer 2. This information is not available publicly.

Missed bin data is based on Kerbside collection bins missed per 10,000 households

- The current missed bin data results for Council's 'in-house' delivered service is 9.25 percent
- When analysing the missed bin data for Councils currently serviced by JJ Richards, the percentage is 4.04 which is a 5.21 percent improvement on the Council's 'in-house' service.
- The comparative results for Tenderer 2 were 6.06 percent.

32. Both tenderers Environmental Management, Quality Management and Occupational Health systems and processes were accessed and meet requirements. Both tenderers have in place accredited systems and processes.
33. In addition to the tender interview and referee checks, the CEO met with each of the tenderers to interrogate their proposal and ability to deliver a high quality service to the ratepayer.

6. Value for Money

34. Stage 3 of the tender process then assessed the prices offered and value for money.
35. This process applies the results of the Qualitative scores against the tendered price offers to understand the which tendered offer provides that best value of money proposition.
36. This process identified an offer from JJ Richards that will provide the best value money outcomes to Council.
37. As part of the 'value for money' analysis, the Council's 'in-house' service costs were reviewed and audited by Crowe Horwath Pty Ltd, financial advisors, and for the last ten years, Council's Internal Auditor. This assessment was completed prior to the evaluation of tendered prices.
38. Crowe Horwath's audit of the costings of the in-house service found that the methodology and assumptions used by officers to determine the in house cost of service provision were:
 - a. Appropriate and reasonable.
 - b. Reflective of the input data being complete and accurate.
 - c. Appropriate for the purpose of comparison with other tenderers' offers.
39. Following the evaluation of tendered prices, Crowe Horwath assessed the tendered prices offered and costs. It was found that:
 - a. The process adopted by Council to collate and compare the financial information provided by both tenderers is appropriate for the purposes of the evaluation.
 - b. The documentation demonstrated a clear and appropriate comparison of both tenderer costings as well as Council's in house costing.
 - c. The comparison of costs was an appropriate form for the financial evaluation of tender information

7. Staff

40. There are currently eleven permanent employees who comprise the waste collection service.
41. There are three vacant waste driver positions and during recruitment processes applicants are advised prior to accepting a waste driver role at Council that the tender process is underway and the potential for the service to be outsourced.
42. Given the offers from external providers and a potential decision to outsource the service, waste staff were consulted to determine their preferences in relation to:
 - a. Retaining the service in house or outsourcing.
 - b. Conditions for transferring the business to a new provider.
43. An initial consultation with potentially affected staff and Australian Services Union (ASU) representation was held on 10 July 2019. Subsequent meetings were held on 16 July, 24 July and 1 August 2019 to clarify staff preferences.
44. Following consultation, staff were asked to record their preferences against the three potential outcomes outlined in Table 3. The majority of potentially affected staff stated that their preference is for the service continue to operate in house. This is in the context of introduction of new technology and service improvements. If the service is to be outsourced the majority of staff wanted to receive a redundancy payment and not take up employment with the new provider.

Table 3 Staff Preferences

<p>Potential Outcome 1 - Service retained in house</p> <ul style="list-style-type: none"> • Introduction of new technology – GPS and customer service technology. • Service improvements identified in Waste Service Review which will include; improved reporting of waste (e.g. contamination, bin requiring repair, bin not out) and other issues (e.g. overhanging vegetation, road surface, graffiti). • Review of current service delivery e.g. task finish (subject to consultation).
<p>Potential Outcome 2 – Service to be outsourced - redundancy</p> <ul style="list-style-type: none"> • Service no longer delivered by Council – this could be from the current depot or from another location outside of Nillumbik. • Cannot deliver the service to Nillumbik for 3 months.
<p>Potential Outcome 3 – Service to be outsourced – offer of employment</p> <ul style="list-style-type: none"> • Service no longer delivered by Council – this could be from the current depot or from another location outside of Nillumbik • Transfer of Business subject to compensation • If not successful in the recruitment process, will receive a redundancy • Cannot deliver the service to Nillumbik for 3 months

45. A summary of payments in the event of redundancy is provided in Table 4, which includes compulsory payments under NSC EA8 as well additional support offered by the organisation. Further discussion will be undertaken with individual staff to confirm their individual outcome if there is a decision to outsource the service.
46. During consultation, staff requested that 50% of remaining sick leave be paid out as an incentive to ensure continuity of service until the new provider commences. Additional support was requested in the form of professional financial advice and spreading the timing of redundancy payment.

Table 4 Summary of Staff Payments

Payment category	Note
Redundancy costs	<ul style="list-style-type: none"> Severance payment - under the EA the notice payment is set at 2 weeks for each year of service to a maximum of 48 weeks. Pay in Lieu of notice – up to 5 weeks’ pay in lieu of notice Fixed component of \$7500 per person. Outplacement Support - Council provides outplacement services to the value of \$5,000. Staff have the option to select outplacement services to the value of \$5,000 or to waive the outplacement services in lieu of a lump sum cash payment of \$2,500.00 and up to \$2,500.00 in outplacement services
Accrued entitlements	Annual Leave and Long Service Leave.
Timing of redundancy payment	<p>Option for redundancy to be paid in the 20/21 financial year to reduce tax implications.</p> <p>This will be considered on an individual basis and is dependent on timing of any outsourcing decision</p>
Financial Advice	<p>All staff to receive financial advice from suitably qualified professionals.</p> <p>Above EA entitlement.</p>
Sick leave	<p>Pay out 50% of remaining sick leave at the time of the service no longer being delivered by Nillumbik.</p> <p>Above EA entitlement.</p>

8. Waste Team FAQs

47. The following Frequently Asked Questions (FAQs) were prepared to assist staff to understand their options

Do I have a choice in what happens to me after a decision is made?

Yes, if a decision is made to outsource the service, you will be able to choose whether you would like to transfer your employment to the new provider (will need to go through the standard recruitment process) or accept a redundancy from Council.

If the service remains in Council, you will be briefed on any changes that will be made to the service and you will remain an employee of Council unless you decide to resign.

If my preference is different to that of the rest of the team, do I have to go along with the majority decision?

No, Council will consider feedback from individuals as well as group feedback. If a decision is made to outsource the service, Council will discuss options with team members individually.

How can I provide feedback about my individual preferences?

Staff were provided with a list of internal Council contacts they could contact to discuss

The staff were also encouraged to speak with their Australian Services Union (ASU) representative

If the service remains in house, will things be the same?

You will remain an employee of Council. There will be an introduction of new trucks and new technology (GPS and customer service) and an introduction of service improvements aligned with the tender specifications and what was identified in the service review – it will not be the same as it is now.

Questions regarding if a decision is made to outsource the service:

If I decide to take a redundancy, how much will I get? What are the tax implications?

Staff were provided with an internal council contact they could discuss this matter with.

Council has also offered to pay for any independent financial advice that a affected staff member may seek.

Staff must remained employed by Council until the transfer of the business date (the date the service is no longer being undertaken by Council) in order to be entitled to redundancy pay or offers of employment conditions. If staff decide to leave before this it would be considered a resignation.

Is there an option for redeployment within Council?

Possibly, if a decision is made to outsource the waste service, Council will make you aware of any redeployment options available.

If I decide to take a redundancy, can I have my redundancy payment paid in the new financial year of 2020/2021?

TBC. It is best to get your own financial advice.

If I apply for a position with the new provider and change my mind (before I sign the employment contract) or I apply and are not successful am I still entitled to a redundancy?

Yes

Can I take a redundancy and then work for the new provider?

Yes, however you could not work the Nillumbik service for a period of 3 months after the transfer of service.

If the service is outsourced and the new provider is located outside of Nillumbik will I receive travel allowance if I go across to work there?

This is something that will be considered (to be discussed on a case by case basis as will depend where staff live in relation to the provider).

If I decide to go across to the new provider, what will my salary be after 2 years?

It has been calculated that staff would receive approximately 15% less after the first 2 years from what they are receiving now. Providers that are being considered offer a bonus scheme.

If I decide to go across to the new provider, what will happen with my entitlements?

This will be confirmed as part of the transfer of business. You are able to provide any feedback on what you would like to be considered.

How can I find out about the best financial thing to do if the waste service is outsourced?

It is best to speak to a qualified financial advisor and/or your Superannuation provider.

How will Council help me to get a new job?

If a decision is made to outsource the waste service and you choose to accept a redundancy, Council will

provide you with Outplacement services through an external company to help you with a resume, interviewing skills and job searching. They can even help you if you wish to try a different career.

Council will provide you with a Statement of Service stating that you were a valued employee and your employment ended due to Redundancy. You will also be provided with a Separation Certificate.

If I decide to take a redundancy and then retire what support is available to me?

We can discuss with you a transition to retirement plan including available resources and support.

What supports can I access when I feel stressed or anxious?

Councils appointed Employee Assistance Program (EAP) provider, provides free and confidential support to Council Staff and their immediate family 24/7.

Staff have been provided the contact details for the EA