

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/305

TITLE: West Nowra Recycling and Waste Depot Agreement

I.R.C. NO: IRC4/6200

DATE APPROVED/COMMENCEMENT: 28 October 2004

TERM: 9

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 3 December 2004

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Shoalhaven City Council who are engaged to perform work as Operators at the West Nowra Recycling and Waste Depot, who fall within the coverage of the Local Government (State) Award 2001

PARTIES: Shoalhaven City Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

WEST NOWRA RECYCLING & WASTE DEPOT AGREEMENT

Index

1. Statement of Intent
2. Objectives
3. Anti-Discrimination
4. Risk Management
5. Occupational Health & Safety
6. Definitions
7. Rates of Pay
8. Expenses and Allowances
9. Hours of Work
10. Arrangement of Hours
11. Public Holidays
12. Qualifications and Experience
13. Waste Depot Team Briefs
14. Grievance and Dispute Procedures
15. Area, Incidence & Duration
16. Access to the Agreement
17. Salary Structure

1. Statement of Intent

It is the parties understanding that negotiations for the next Local Government (State) Award have involved consideration of penalty rates for the working of ordinary hours on weekends. The parties to the Local Government (State) Award have agreed to insert a leave reserve provision in respect of this matter. It is on this basis that the parties acknowledge and agree that this Enterprise Agreement has been entered into as an interim arrangement until such time as the penalty rates issue has been resolved. Any variation in the Award in regard to penalty rates will form the basis of negotiations for any future Agreements.

2. Objectives

The objectives of this agreement are to:

Provide for a seven days a week operation of the West Nowra Recycling and Waste Depot within ordinary hours of work of employees;

Establish an agreed roster mechanism to achieve the above;

Establish an annualised salary payment system which recognises the nature of the work to be performed and incorporates certain award allowances;

Recognise the higher level of skills required of operators in sustainable management of waste facilities and a greater level of regulatory governance and environmental sensitivity in all tasks.

3. Anti-Discrimination

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 and in Clause 3 of the Award to prevent and eliminate discrimination in the workplace.

4. Risk Management

The Waste Depot is committed to Council's Risk Management program as an integral part of its operations.

5. Occupational Health & Safety

The Waste Depot will have its own Occupational Health and Safety Representative in the Shoalhaven City Council Occupational Health and Safety Committee (Works and Services) and as a Section of Shoalhaven City Council. The Waste Depot shall operate under, and the Waste Depot Operators shall not unreasonably fail to comply with Shoalhaven City Council's Occupational Health and Safety Policy.

5.1 Workplace Bullying and Harassment

Council is committed to providing a work environment free from bullying and harassment. Waste Depot staff will work as a team within Council's Code of Conduct and related policies and procedures to:

Encourage robust debate of issues on their merits

Treat each other with respect, honesty, openness and trust

Be innovative, professional, efficient and positive; and

Listen, consult and communicate

The Operators, as a team, will actively discourage:

Personal criticism or point scoring

Selfishness

Rudeness

Pettiness

Intimidation or bullying

Withholding information; or

Acting secretly

Unprofessional conduct

6. Definitions

- a) Council - means the Shoalhaven City Council.
- b) Council Management - means the management representative within the City Services Group or such other person as delegated by the General Manager with the authority to authorise such decision.
- c) Operator - means any employee engaged by the Shoalhaven City Council classified as an 'Operator Garbage Plant' or 'Entry Level Garbage Plant Operator' at West Nowra Recycling and Waste Depot owned or managed by the Council as may from time to time be relevant. Any reference to Operator shall be read as meaning staff previously known as Plant Operators, Garbage Plant Operators and Labourer - Scavenging.
- d) The Award - means the Local Government (State) Award, as varied.
- e) Union - means the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union known as the United Services Union.
- f) Waste Depot - means the West Nowra Recycling and Waste Depot and associated facilities.
- g) Waste Operations Unit - means all Waste facilities, including former and current landfills and depots and new depots developed in the future, managed by the Waste Services Section of Shoalhaven City Council.
- h) Waste Services Section - means the Section within which all Waste Operations facilities are located.

7. Rates of Pay

- a) Wages will be calculated as an annual amount and paid as per Award provisions.
- b) Operators will be paid an agreed hourly rate as per Clause 17, Salary Structure at all times whilst on normal shifts.
- c) Council superannuation contributions will be based on the annual amount for the life of the agreement, subject to the rules of the relevant fund and any unpaid leave taken by the employee.
- d) All paid leave shall be calculated using the annualised salary.
- e) Any Local Government (State) Award, Council Local Agreements or relevant wage case rulings shall apply to annualised salary and the paid rate.
- f) This agreement was developed to annualise salaries in recognition of and compensation for weekend work, roster arrangements and public holidays.
- g) Casual Operators will be paid at the hourly rate for an entry level operator at the West Nowra Facility plus 25% in lieu of all leave and severance entitlements.

8. Expenses and Allowances

The following allowances are payable under this Agreement in accordance with Clause 10 (ii) and 11 of the Award:

Travelling allowance

Meal allowance

First Aid Allowance

Garbage disability allowance

9. Hours of Work

Ordinary hours of work shall apply between 6.00 am and 6.00 pm, Monday to Sunday inclusive, and shall not exceed twelve (12) hours in any one day exclusive of unpaid meal breaks.

10. Arrangement of Hours

- a) Subject to Clause 9, Hours of Work the arrangements shall be 38 hours per 7 day roster cycle, based on 9.5 hours per shift for 4 days on and 3 days off.
- b) Operators covered by this Agreement will work under the roster detailed in Appendix 2 - West Nowra Waste Depot Roster.
- c) Operators may swap their rostered day/s off with the approval of Council and are encouraged to do so to minimise leave, provided any such swaps shall not give rise to overtime payments.
- d) The Waste Depot Manager will endeavour to have a minimum of two operators at the Waste Depot on any day except Christmas Day and Good Friday.

11. Public Holidays

- a) Christmas Day and Good Friday will be paid in accordance with Clause 17 of the Local Government (State) Award 2001 at the hourly rate of pay as defined in this Agreement.

- b) The annualised rate of pay includes an allowance for pay on Public Holidays. In terms of this Agreement staff rostered off on a Public Holiday shall be granted 4 hours time in lieu.

12. Qualifications and Experience

- a) As a condition of employment Operators must maintain the currency of all licences and certificates required by law or necessary for the effective and efficient execution of their duties.
- b) Where an employee has been assessed by the Waste Depot Manager and a representative of Councils Human Resources Section as not yet having attained full competency in all matters related to the position of Operator Garbage Plant that employee will be classified at an appropriate rate in the Grade Entry to Step 5 range.
- c) Where an employee is classified within Clause 12(b) the Council, the Waste Depot Manager and the employee will make every attempt to develop the employee's skill, knowledge and experience to the Operator Garbage Plant level in accordance with Council's Employee Development Discussion (EDD).
- d) An employee classified within Clause 12 (b) will, following successful annual appraisal, will be entitled to progression to the next Salary Step of the Operator Garbage Plant Grade, up to Step 5, in accordance with Council's Pay Policy, allowing a total increase of 12.5% from the Grade entry rate of pay and 14.5% from the Award Entry rate of pay.

13. Waste Depot Team Briefs

The parties to this Agreement are committed to consultative and participative processes. Waste Services will establish team briefs for Waste Depot staff, which shall occur regularly and provide a forum for consultation between Management and Employees. A staff notice board will be provided at the Waste Depot to enable the distribution of information to Employees.

14. Grievance and Dispute Procedures

The Grievance and Dispute Procedures at Clause 27 of the Award shall apply.

15. Area, Incidence & Duration

This Agreement shall be read in conjunction with the Award, as varied and applicable Council Policies and Procedures. This Agreement shall prevail over the provisions of the Award as varied, to the extent of any inconsistency. Where this Agreement is silent the Award shall continue to apply.

- a) This Agreement shall apply to all Employees engaged to perform work at as Operators at West Nowra Recycling and Waste Depot.
- b) Unless otherwise stated, this Agreement prevails over the provisions of the Local Government (State) Award 2001, as varied, to the extent of any inconsistency. Where the Agreement is silent, the Award prevails.
- c) The Agreement may be varied at any time during the tenure of this Agreement with the mutual written consent of the parties.
- d) This Agreement shall operate from the first full pay period to commence on or after the date the Agreement is approved by the Industrial Relations Commission of New South Wales and shall remain in force until 31 July 2005. The parties acknowledge that this Agreement may continue beyond its nominal term unless notice has been given to terminate the Agreement in accordance with the provisions of the *Industrial Relations Act 1996*.
- e) The parties to this Agreement agree to review and commence negotiations with a view to renew or extend the Agreement no later than 3 months prior to the expiration date.

16. Access to the Agreement

All Operators under this Agreement shall be provided with a copy of this Agreement at the time of engagement. A copy of this Agreement will be maintained at the Waste Depot and will be available for inspection at any time by an Employee.

17. Salary Structure

a) The Salary Structure as at 1 July 2004 shall be as detailed below:

Grade	Agreement Grade Entry	Step 1	Step 2	Step 3	Step 4	Step 5
Classification		Entry x 3%	Entry x 5%	Entry x 7.5%	Entry x 10%	Entry x 12.5%
Grade 8						
(Band 1/Level 4)	\$20.41	\$21.02	\$21.43	\$21.94	\$22.45	\$22.96
Grade 8 (Casual)						
(Band 1/Level 4)	\$25.51	-	-	-	-	-

NB: All figures are per hour.

- b) Increases to the Salary Structure shall be applied as detailed in Clause 7, Rates of Pay.
- c) Progression from Entry through to Step 5 shall be as detailed in Clause 12, Qualifications and Experience and Council's Pay Policy.
- d) The Grade 8 (Casual) rates of pay include 25% casual loading in lieu of all leave and severance.
- e) The above rates of pay include a 19% allowance, which takes into account and compensates for the spread of hours and penalty rates, including public holidays (except Christmas Day and Good Friday).
- f) The Disability Allowance will vary in accordance with Clause 10 (ii) of the Award and will be paid in addition to the above rates of pay.
- g) All current Waste Depot Operators engaged under the previous Waste Depot Council Agreement will be transferred to Grade 8, Step 5 under this new Agreement.

Signed General Manager Shoalhaven
City Council

Witness

Witness Name

Date

Signed General Secretary United
Services Union (NSW) Division

Witness

Witness Name

Date

ATTACHMENT 1

ANNUALISED SALARY CALCULATION

Position	Band/ Level/ Grade	Salary Step	Award Entry Rate at 1 November 2003	SCC Rate of Pay as at 1 November 2003	19% Allowance	Agreement Annualised Rate of Pay
Garbage Plant Operator	1/4/8	Entry Level	\$16.79	\$17.15	\$3.2585	\$20.41
		Step 1		\$17.67	\$3.3573	\$21.02
		Step 2		\$18.0079	\$3.4215	\$21.43
		Step 3		\$18.4368	\$3.503	\$21.94
		Step 4		\$18.8658	\$3.5845	\$22.45
		Step 5		\$19.2947	\$3.666	\$22.96
Garbage Plant Operator (Casual)	1/4/8	Entry Level	\$20.98	\$21.4376	\$4.0732	\$25.51

- a) All figures are per hour.
- b) The casual rates of pay include 25% casual loading in lieu of all leave and severance.