

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA17/04

TITLE: Albury City Waste Management Centre Enterprise Agreement 2017 - 2020

CASE NO: 2017/194186

DATE APPROVED/COMMENCED: 7 July 2017 / 7 July 2017

TERM: 36 months

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE: 18 August 2017

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF EMPLOYEES: The agreement shall cover employees who are engaged in the position of Waste Management Centre Operator and work an eight person, seven day a week rotating roster system.

PARTIES: Albury City Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (USU).

AlburyCity

Waste Management Centre Enterprise Agreement 2017-2020.

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DEFINITIONS

Agreement	AlburyCity Waste Management Centre Agreement 2017
Award	<i>Local Government (State) Award 2014</i> or any successor Award
Council	AlburyCity
Commission	The Industrial Relations Commission of New South Wales

PART A – SCOPE OF THE AGREEMENT

AGREEMENT TITLE

1. This Agreement is to be referred to as the AlburyCity Waste Management Centre Agreement 2017.

PARTIES BOUND BY THE AGREEMENT

2. The parties to this Agreement are:
 - A. AlburyCity (Council), and
 - B. New South Wales Government, Clerical, Administration, Energy, Airlines and Utilities Union (USU).

COVERAGE AND OPERATION OF THE AGREEMENT

3. This Agreement shall cover employees who are engaged in the position of Waste Management Centre Operator and work an eight (8) person, seven (7) day a week rotating roster system.
4. This Agreement provides arrangements for the following:
 - A. Hours of work; and
 - B. Rates and inclusions within the annualised salary.

COMMENCEMENT DATE

5. This Agreement will commence to operate from the first full pay period on or after it is approved by the Commission (the commencement date).

NOMINAL EXPIRY DATE

6. This Agreement shall have a nominal term of three (3) years. This Agreement shall remain in force until terminated in accordance with the *Industrial Relations Act 1996* (NSW).
7. This Agreement may be terminated at any time subject to the approval of both parties. Termination shall not be effective until written notification of such approval is provided to the Industrial Registrar in accordance with the *Industrial Relations Act 1996* (NSW).

RELATIONSHIP TO THE AWARD

8. Where there is an inconsistency between this Agreement, the Award, Council policies or a contract of employment then the provisions of this Agreement will prevail over any other document to the extent of any inconsistency.

ANTI-DISCRIMINATION

9. The parties agree to be bound by the obligations outlined in clause 3 ('Anti-Discrimination') of the Award.

AGREEMENT NOT ENTERED INTO UNDER DURESS

10. This Agreement was not entered into under duress or coercion by the parties to the Agreement.

PART B – OPERATIVE PROVISIONS

ALL PREVIOUS ARRANGEMENTS REPLACED

11. All previous arrangements for the subject matter listed in clause 4 of this Agreement, dealt with under an Award, Agreement, Council Policy or contract of employment, are rescinded and replaced by the terms of this Agreement.

HOURS OF WORK

12. Ordinary Hours shall be arranged in accordance with APPENDIX A. Each employee will work an average of 38 hours per week over an eight (8) week rotating roster.
13. Employees will be given a roster which specifies their starting and finishing times of work and the days on which they are rostered to work.
14. The roster may be changed at any time to meet operational requirements.

RATES OF PAY AND INCLUSIONS UNDER THE ANNUALISED SALARY

15. The ordinary rate of pay shall be based on the employee's relevant position Grade and Step in accordance with Council's Salary System. Each employee shall receive an annualised salary which is based on the attached roster (Appendix A) and the conditions of this Agreement.
16. The annualised salary over 52 weeks shall provide payment for:
 - A. Monday to Friday shifts at ordinary time;
 - B. Saturday shifts at time and a half;
 - C. Sunday shifts at double time;
 - D. 52 x Level 2 Adverse Working Conditions Allowance (weekly rate);
 - E. Option 1
Payment in lieu of one weeks' Annual Leave included in annualised salary and 4 weeks taken as time off.
 - OR
 - F. Option 2
5 weeks' Annual Leave taken as time off.

17. In regard to clause 16F of this agreement, annual leave accrual and associated arrangements shall be based on four (4) weeks per year of service.
18. As payment at ordinary time rates for Public Holidays is included in the annualised salary, an additional amount equivalent to time and a half will be paid for the hours worked on a Public Holiday on the basis of the details recorded on timesheets
19. Payment of any pre-arranged or planned overtime will be in accordance with the Award, at the annualised hourly rate. Payment for these hours will be in accordance with the details recorded on timesheets.

Time off at short notice

20. Employees needing to take time off at short notice (other than in the case of sick leave) shall arrange to swap equivalent shifts with another employee on the roster.
21. Any requests to change rostered arrangements, particularly in relation to weekends and Public Holidays must be for bona fide reasons and endorsed by the Team Leader, Waste Management.

Roster flexibility

22. There shall be general acceptance that employees covered by this Agreement will cooperate with management in altering start and finish times of shifts to cover the span of Waste Management Centre operations in cases of employee absence. Alterations may be implemented by management in cases of planned and unplanned absence particularly when these occur at short notice.

Relief On Call

23. Employees covered by this Agreement accept that they will be required to undertake relief on call responsibilities in the absence of the Waste Management Supervisor and at other times deemed critical by management. It is agreed that assignment of these responsibilities will occur on a rotational basis involving all Waste Management Centre Operators. On such occasions the relevant allowance and any call outs shall be paid at the annualised hourly rate and otherwise in accordance with the Award based on details provided on timesheets.

GRIEVANCE AND DISPUTE RESOLUTION

24. The parties agree to be bound by the obligations outlined in clause 35 of the Award as amended or superseded.

PART C- SIGNATORIES TO THE AGREEMENT

Signed on behalf of AlburyCity



Frank Zaknich
General Manager
AlburyCity

Witness 


Date: 15 JUNE 2017

Signed on behalf of the United Services Union



Graeme Kelly
General Secretary
United Services Union

Date: 1.6.17

Witness 
Date: 1.6.17

APPENDIX A

8 PERSON ROSTER

Week 1	Saturday	Sunday	Monday					Tuesday					Wednesday					Thursday					Friday																
			7:30am	8:30am	9:30am	10:30am	2:30pm	3:30pm	4:30pm	5:30pm	7:30am	8:30am	9:30am	10:30am	2:30pm	3:30pm	4:30pm	5:30pm	7:30am	8:30am	9:30am	10:30am	2:30pm	3:30pm	4:30pm	5:30pm	7:30am	8:30am	9:30am	10:30am	2:30pm	3:30pm	4:30pm	5:30pm					
Employee 1	Site Open 8am to 4pm	Site Open 9am to 4pm																																					
Employee 2																																							
Employee 3																																							
Employee 4																																							
Employee 5																																							
Employee 6																																							
Employee 7																																							
Employee 8																																							
304																																							
38																																							

weekly average

Days Off 24 over 8 weeks or 6 per fortnight

MTF	Sat	Sun	Days Off
9.5	10	8.0	8
16	12	2	24

- Operator 1
- Operator 2
- Operator 3
- Operator 4
- Operator 5
- Operator 6
- Employee 7
- Employee 8

Denotes time off



Mon-Fri

Site open to public - 7:00 am to 5:00
Attended 7:00 to 5:30

Meal Breaks:
30 minutes unpaid break after 5 hours on weekdays
30 minutes unpaid break after 5 hours on weekends