

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA09/39

**TITLE:** City of Botany Bay Council Waste Services Enterprise Agreement 2009

**I.R.C. NO:** IRC9/1504

**DATE APPROVED/COMMENCEMENT:** 13 October 2009 / 30 June 2009

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 30 October 2009

**DATE TERMINATED:**

**NUMBER OF PAGES:** 3

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to employees engaged in the Waste Service Division employed by City of Botany Bay Council located at 14 Coward Street, MASCOT NSW 2020 who fall within the coverage of the Local Government (State) Award.

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

# ENTERPRISE AGREEMENT

FILED

24 SEP 2009

**BETWEEN:** City of Botany Bay Council of 14 Coward St MASCOT

OFFICE OF THE INDUSTRIAL  
REGISTRAR

**AND:** The New South Wales Local Government, Clerical, Administrative,  
Energy, Airlines and Utilities Union of 321 Pitt Street SYDNEY.

## 1. AREA, INCIDENCE AND DURATION

- 1.1 This enterprise agreement is made pursuant to Part 2 of Industrial Relations Act 1996.
- 1.2 This enterprise agreement will take effect from the first full pay period commencing on or after 30 June 2009.
- 1.3 In respect of the proposed changes to the Operation of Household Waste Service, the Union and the Council have mutually agreed;

## 2. ADDITIONAL PERMANENT TEAM MEMBER

- 2.1 The number of permanent team members to increase from seven (7) to eight (8) being: three (3) drivers and five (5) runners. The purpose of this change is to help the team be more self sufficient and reduce the need for relief to be drawn from other areas.
- 2.2 Following the recruitment of the additional team members to form the core eight (8) permanent members, the existing pay rates are to be preserved for those employees only as follows:

Drivers OP 3.23  
Runners OP 2.21

## 3. RATES OF PAY AND SALARY SYSTEM

- 3.1 The core eight (8) employees will not suffer financial detriment as a result of absorbing any Award increases or any other increases to the Local Government (State) Award. These employees will not have Award absorption apply to them.
- 3.2 The Productivity Allowance to be increased from \$110.00 per week to \$153.52 per week or \$30.70 per day. This allowance will be paid for all purposes and will be increased each year in line with general Award increases and indexed as to the Award variations.
- 3.3 The current Agreement to pay relief staff will remain unchanged in relation to the productivity allowance as per the decision of Commissioner Tappa in IRC 990 of 1993.

- 3.4 Future appointments of team members will be at the following pay grades:

Drivers 14.4  
Runners 11.3

The provision of an RDO will not necessarily be guaranteed when the next vacancy in the team occurs and the replacement is from outside the core team members.

#### **4. SECTIONAL SENIORITY**

- 4.1 Sectional seniority within the Health Department will be considered in the appointment of team members to form the core team of eight (8) employees. Sectional seniority applies to current employees Messers R Field, D Roper, P Fisher, G Dalby, J McAndrew, L Carroll and Darren Fulmer with the final eight (8) being determined on appointment of a Driver and Runner.
- 4.2 When the selection process is complete, sectional seniority will continue to apply to members of staff in accordance with the "Memorandum of Agreement" dated 31 May 1990. A copy of the "Memorandum of Agreement" is attached to this agreement.

#### **5. HOURS OF WORK**

- 5.1 Start time 6:00am will continue on the basis of 'job and finish'.
- 5.2 Rostered Day Off to be provided as a nineteen (19) day month.
- 5.3 Relief for the team will only be provided up to a minimum of seven (7) team members. The team will operate one short when for example, another member of the team is either on RDO or annual leave.
- 5.4 Relief team members will be paid at the following grades:  
Drivers 14.4  
Runners 11.3
- 5.5 The Council will monitor the team's annual leave to ensure only one (1) team member is absent at a time, where this is not possible, the matter is to be discussed between the Council and the Union.
- 5.6 Should one of the core group take Long Service Leave in excess of four (4) weeks in a single period, then a temporary replacement will be provided for the whole period of the Long Service Leave.
- 5.7 A temporary replacement to the core group will also be provided if a member of the core is anticipated to take extended sick leave or is on worker's compensation leave in excess of four (4) weeks.
- 5.8 The Council will roster the team's RDO to ensure that only one team member is absent at a time.

**6. REVIEW OF SERVICES**

6.1 A review will be conducted every twelve (12) months to monitor increases in services due to urban density and growth. At this time an appropriate formula for calculation of remuneration for increased productivity due to growth in urban density will be developed in consultation with, and subject to, agreement by the parties. In 2009, the parties agree that the current D.A.R.G is recorded as 13,100.

**7. OPERATION OF AGREEMENT**

7.1 This agreement remains in place until the parties agree to its mutual change or variation, subject to the final approval of the New South Wales Industrial Relations Commission.

7.2 This agreement applies to the core eight (8) positions, relief staff and future appointments.

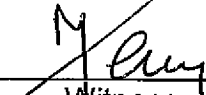
7.3 This agreement will become effective from the first full pay period on or after 30 June 2009 for a period of three years and remain in place unless varied as per clause 7.1 or terminated in accordance with the Act.

**SIGNATURES**


Signed for and on behalf of  
The City of Botany Bay Council

  
\_\_\_\_\_ Date 15.9.2009  
General Manager

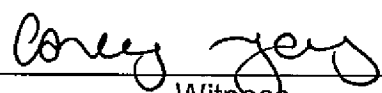
In the presence of

  
\_\_\_\_\_ Date 15.9.2009  
Witness

Signed for and on behalf of  
United Services Union

  
\_\_\_\_\_ Date 17/9/09  
General Secretary

In the presence of

  
\_\_\_\_\_ Date 17/9/09  
Witness

MEMORANDUM OF AGREEMENT

BETWEEN

THE FEDERATED MUNICIPAL AND SHIRE COUNCIL EMPLOYEES' UNION OF AUSTRALIA  
NEW SOUTH WALES DIVISION

AND

BOTANY MUNICIPAL COUNCIL

AGREEMENT made on the 31st day of May, one thousand nine hundred and ninety.

WHEREAS the Union and the Council have mutually agreed:-

That the employees of the Council's Cleansing Services Section whose names appear on the list dated the 31st May 1990, (Appendix A) will maintain seniority for all new or vacant positions in the Health Department.

All these employees not named on the list marked 'A', dated 31 May 1990, be included in general Council seniority.

That sectional seniority will apply in the Cleansing Services Section from the classification of Spares and will include:-

Garbage Trucks; Bag Truck; Clean Up Truck; Quote/Litter Truck; Mechanical Street Sweeper; Street Pavers Cleaning Machines.

That Mr C. Freeman is to be classified as a Hall Caretaker/Spare Driver.

IN WITNESS WHEREOF the parties hereto have duly executed on the day and year herein before written.

Signed for and on behalf of )  
the Federated Municipal and )  
Shire Council Employees Union )  
of Australia, New Wales )  
Division, by the General Secretary )  
of the said Union in the )  
presence of: )

*J. Brinkman*  
.....  
GENERAL SECRETARY

*P. Smith*  
.....  
WITNESS

Signed for and on behalf of the )  
Council of the Municipality of )  
Botany by the Mayor in the presence )  
of the Town Clerk: )

*Paul Allen*  
.....  
MAYOR

*J. Freeman*  
.....  
TOWN CLERK

Pro Fine  
OK

Appendix A

31st May, 1990

HEALTH DEPARTMENT

<u>DRIVERS</u>	<u>GARBAGE TRUCK 1</u>	<u>GARBAGE TRUCK 2</u>	<u>GARBAGE TRUCK 3</u>
<u>CREWS</u>	R. PUCKERIDGE R. FIELD D. TATTERSHALL	R. BRAUN P. FISHER S. NELVILLE	R. O'NEIL F. COURT D. ROPER

<u>DRIVERS</u>	<u>BAG TRUCK</u>	<u>CLEAN UP TRUCK</u>	<u>QUOTE/LITTER TRUCK</u>
<u>CREWS</u>	R. MACKEY C. SOWTER	K. GAVIN B. WHITMEE R. COLMAN	K. WINSPEAR J. RYAN

STREET SWEEPERS MECHANICAL

L. SAUNDERS  
C. GIBB

SPARES

G. DALBY  
C. PORTER  
S. GALLAGHER  
J. MCANDREW  
J. GARLAND  
D. FULMER

STREET SWEEPERS

T. TOMLYN  
T. MORGAN  
K. GRAUPNER  
Z. DAVIDOVIC  
D. KURTZ  
L. CARROLL  
C. MASHMAN

HALL CARETAKERS

P. CRISP  
I. AHMED  
C. FREEMAN  
M. RYAN  
C. ARAUJO

RELIEF CARETAKERS

M. WHEELER  
W. PATON

STREET PAVERS CLEANING MACHINES

G. TAYLOR

YARDMAN

R. HAYNES

DEPOT CLEANER

J. REID

SUPERVISOR

S. ELPHICK

ASSISTANT SUPERVISOR

G. WRIGHT