

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/96

TITLE: Waverley Council Waste Supervisors Enterprise Agreement

I.R.C. NO: 99/6973

DATE APPROVED/COMMENCEMENT: 1 February 2000

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged as a Supervisor within the Waste Services Division of Council's Public Works & Services Department

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



Public Works & Services Department

**Waste Services
Supervisors
Enterprise Agreement**

**September
1999**

Registered
Enterprise Agreement
Industrial Registrar

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Waste Services Supervisors Enterprise Agreement

1. Title and Intent of 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 Waverley Council Waste Supervisors Enterprise Agreement.

This Agreement shall apply to existing person employed as a Supervisor within the Waste Services Division of Council's Public Works & Services Department.

2. The Parties

The parties to this Agreement are:

Waverley Council (hereafter referred to as the Council) and;

The Federated Municipal and Shire Council Employees Union of Australia, New South Wales Branch (hereafter referred to as the MEU).

3. Duress

This Agreement has been entered into freely, without duress by all parties.

4. Previous Agreements

This Agreement rescinds and replaces any previous Agreement between the parties with the exception of the Waverley Council Conditions Enterprise Agreement.

5. Definitions

Award: means the Local Government (State) Award 1997 or it's successor.

Council: means Waverley Council

Waverley Council Conditions Enterprise Agreement:

means the existing registered Enterprise Agreement entered into by the parties and providing the basis for determining employee leave entitlements and conditions of employment, or it's successor.

6. Duration of Agreement

This Agreement shall come into operation from and shall remain in force for a period of three (3) years.

7. Review

This agreement shall be reviewed six (6) months from its date of operation. The review shall be conducted by a Supervisor/Manager working party made up of equal representation from Waste Services.

8. Relationship to Waverley Council Conditions Enterprise Agreement and the Award

This Agreement shall be read and interpreted wholly in conjunction with the



- i) Award
- ii) Waverley Council Conditions Enterprise Agreement

In the event of any inconsistency between the Award and this Agreement, this Agreement shall prevail to the extent of the inconsistency.

In the event of any inconsistency between Waverley Council Conditions Enterprise Agreement, this Agreement shall prevail to the extent of the inconsistency.

9. Position Responsibilities

Duties of the Supervisors shall be assigned by the Director Public Works & Services with a fair distribution of the responsibilities for the activities of the Waste Services Section.

As far as is practical responsibilities shall be assigned as follows: -

Waste Services Supervisor -

Domestic Waste Collection
Commercial Waste Collection

Recycling Supervisor -

Recycling Collection
Free Rubbish Removal Service
Garden Waste Services

Public Places Cleaning
Supervisor -

Public Places Cleaning and Maintenance

Council reserves the right to alter the responsibilities outlined above should it be considered necessary for improved service delivery. Such alteration is subject to consultation with the Union and the employees.

Supervisors engaged under the terms of this Agreement shall agree to undertake duties in accordance with Council's adopted policies and procedures intended to improve the structural efficiency of Council.

The supervisors shall accept the management responsibilities associated with their positions and endeavour to: -

- i) improve the efficiency and effectiveness of services under their control,
- ii) be knowledgeable and co-operate in the operation of Council's information technology, and,
- iii) be pro-active in the effective performance management of staff under their control.

10. Hours of Work

The spread of hours shall be in accordance with the Award and be between 4.00am and 4.00pm Monday to Friday.

No rostered day off will be given to or taken by supervisors covered by this Agreement.

11. Overtime

Supervisors shall acknowledge that Council's Waste Services activities are performed daily requiring appropriate week-end supervision of staff.

Required week end supervision of Waste Services staff shall be equally shared by the supervisors regardless of service activity being undertaken during the week-end period.

Week-end or public holiday duties shall be undertaken as rostered overtime with the rate of pay being in accordance with the requirements of the Award.

12. Rates of Pay

The rates of pay for existing supervisors employed under the terms of this Agreement shall be in accordance with Council's Pay Policy plus the following additional payments:

- i) a further 13.5% wage increase upon operation of this Agreement, plus,
- ii) a further 3.25% wage increase upon operation of this Agreement as advance payment of the Award rates of pay variation due from the first pay period October 24, 1999.

The rates of pay applicable to a new supervisor or any additional supervisory position shall be in accordance with the rates of pay contained within Council's Pay Policy exclusive of the above mentioned additional payments.

13. Technology Improvements

Council shall be entitled to examine, trial, and if considered warranted, to implement technology improvements within any of the activities of the Waste Services Section.

Supervisors shall cooperate and monitor any trials and assist with the smooth implementation of changes.

Should Council wish to proceed with the implementation of technology improvements, any associated changes to existing work practices or staffing levels, will be fully discussed with the Union and employees prior to implementation.

14. No Extra Claim

The MEU undertakes there will be no extra claims for the duration of this Agreement with the exception of:

- i) Wage increase granted by the Award which are non-absorbable,
- ii) Progression through the Council's Salary System.

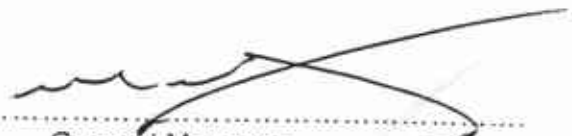
15. Disputes Resolution

The parties adopt the disputes resolution procedures as contained within the Clause 24 of the Award.



Waste Services Supervisors Enterprise Agreement

Signed on behalf
WAVERLEY COUNCIL
In the presence of



.....
General Manager


.....

Witness

Date 27.10.99

Signed on behalf of
FEDERATED MUNICIPAL & SHIRE
COUNCIL EMPLOYEES' UNION
In the presence of


.....
General Secretary


.....

Witness

Date 6 October 1999.

