

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/288

TITLE: Orange City Council Parks Maintenance Enterprise Agreement

I.R.C. NO: 2001/5678

DATE APPROVED/COMMENCEMENT: 12 September 2001

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 9 November 2001

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to staff engaged in the maintenance and construction of parks & sports fields for Orange City Council

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

ORANGE CITY COUNCIL PARKS MAINTENANCE ENTERPRISE AGREEMENT

1. Title and Intention of Parties

- 1.1 This agreement has been made in accordance with the provisions of Section 29 to 47 of the Industrial Relations Act 1996 and shall be known as the Orange City Council Parks Maintenance Enterprise Agreement. The agreement will be the basis for rewarding staff engaged in the maintenance and construction of parks & sports fields and other works as directed, foregoing skills based progression and allowing flexibility in working hours.
- 1.2 The base team working under this agreement will consist of three employees. Additional staff and relief staff may be given the opportunity to join the team and will then be required to operate under the terms and conditions of this agreement.

2. The Parties

- 2.1 The parties to this agreement are Orange City Council (herein after referred to as the Council) and the Municipal Employees Union of Australia (NSW Division).

3. Duration

- 3.1 This agreement and the benefits accruing under it will commence from the date of ratification by the Industrial Commission and remain in force for a period of three years.

4. Relationship with the Award

- 4.1 This agreement shall be read and interpreted wholly in conjunction with the Local Government (State) Award 2000 and any amendments to that award.
- 4.2 This agreement shall not affect the payment of award based increases and there shall be no absorption of such increases for the purposes of this agreement.
- 4.3 In the event of any inconsistency between the award and this agreement the agreement shall prevail to the extent of the inconsistency.
- 4.4 Where this agreement is silent the award shall prevail.

5. Principles

- 5.1 The agreement reflects a commitment by the Council and its employees to act in a responsible manner to each other.
- 5.2 The agreement represents a commitment by the Council and its employees to provide a team approach to meet the needs of the Community.

- 5.3 The agreement allows the parties to enter into the processes of change together, to continually improve the quality, efficiency and productivity of Council, providing improved customer service.
- 5.4 Nothing in this agreement shall be taken or used to impede, inhibit, or prevent any Council decision taken as a strategy to develop competitive work practices where such works can be identified, specified and submitted for public tendering.
- 5.5 Council reserves the right to utilise external contractors as and when considered necessary to facilitate works being undertaken in a timely manner.
- 5.6 The Parks Maintenance team, including relief staff, understand that from time to time individuals may be required to perform duties that are within the limits of the employee's skill, competence and training but are not contemplated within the terms of this agreement.

6. Spread of hours

- 6.1 The ordinary spread of hours shall be worked between 5.30am to 6.00pm Monday to Sunday inclusive and shall not exceed 12 hours in any one-day exclusive of unpaid meal breaks.
- 6.2 Each individual may choose to either accrue their rostered days off (RDOs), or work and be paid at the agreed rate the hours worked, any of the fourteen (14) RDOs which would normally accrue during the growing period (1 September – 30 April). If an employee chooses to work the RDO, then the hours worked are additional to the 38.25 hours per week. RDOs accumulated shall be taken at a time that is mutually convenient to management and the employee.
- 6.3 Commencing and finishing times outside the spread of ordinary hours in clause 6.1 of this agreement may be agreed upon by management and employee(s) concerned. Any agreement to alter the spread of hours must be genuine with no compulsion to agree. Payment for work outside the ordinary spread of hours shall be at normal award overtime rates.

7. Hours of Work

- 7.1 The ordinary hours of work for the Parks & Gardens Park Maintenance team shall increase from 38 hours per week to 38.25 hours per week. This increase in hours shall be effected by staff working 8.5 hours on each working day. This increase in hours shall be rewarded by additional pay as detailed in Clause 8, Rates of Pay.

8. Rates of Pay

- 8.1 The minimum rate of pay shall be consistent with Council's salary system. Under this agreement employees will have their rates of pay increased by 15% on the following basis:
- i) A 1% increase has been granted for increasing hours per week from 38 to 38.25.

- ii) A 5% increase in lieu of competency increases throughout the period of the agreement. The team is encouraged to embrace the principles of multi-skilling.
- iii) A 4% increase has been granted for wages to be calculated at a flat hourly rate, which will incorporate the overtime component of the additional hours, worked. This increase has been based on an average of 1-hour overtime being worked each 5-day week.
- iv) A 5% increase has been granted to reflect the flexibility in hours worked (refer to clause 6.1) and to incorporate the principle of working on the job till 4pm and covers travelling and time to return plant and equipment to the Works Depot if required.

The new rates of pay will apply to the term of this Agreement and are detailed in the table below.

Name	Existing Rates of Pay 38hrs/wk		New Rates of Pay 38.25hrs/wk	
	Weekly Rate \$	Hourly Rate \$	Weekly Rate \$	Hourly Rate \$
Jordan Kudrins	709.30	18.6657	802.05	20.9687
Bill Geist*	579.07	15.2387	654.58	17.1133
Col Forrest	579.07	15.2387	654.58	17.1133

9. Quality Assurance

- 9.1 Work under this agreement shall be undertaken observing good practice and quality assurance principles. The requirements of Council's quality assurance procedures are to be observed to facilitate safe work practices minimal environmental impact and a quality product.
- 9.2 Under this agreement Council will introduce Quality Assurance Recording Sheets, these sheets shall be filled in on a daily basis and returned to the appropriate officer for data collation.

10. Relief Team

- 10.1 Council reserves the right to allocate a relief team to undertake park maintenance work during periods when members of the regular team are not available.

11. Renegotiation of the Agreement

- 11.1 The parties to this agreement shall meet to renegotiate the provisions contained herein six months prior to its cessation. Should there be no agreement between the parties, this agreement shall remain in force until rescinded by the making of a new agreement.
- 11.2 During the term of this agreement negotiation may take place between the parties to resolve any issues with respect to the nature of this agreement which may arise from the operation of this agreement.

12. Duress

12.1 This Agreement has been entered into without duress by any party.

13. Grievance and Dispute Procedures

13.1 The parties are strongly committed to consultation and joint problem solving.

13.2 The aim of this procedure is to ensure that where there is a potential for dispute, agreed steps are followed to ensure prompt resolution of the issue through a process of conciliation where the parties act in good faith. These steps should start at the workplace and involve minimal formality.

13.3 The parties shall respectively notify each other as soon as possible of any industrial matter in which the opinion of that party might give rise to an industrial matter.

13.4 In the event of a dispute/grievance arising at job level, the employee(s) and the person in charge shall immediately confer at job level and shall attempt to resolve the issue without delay.

13.5 If no agreement can be reached at job level, a delegate or employee representative shall discuss the matter in dispute with the relevant manager or his/her representative.

13.6 If no agreement can be reached at manager level then discussions shall take place between the General Manager and the employee(s) concerned, or their representative in order to resolve the issue.

13.7 At any stage in the above procedures, a party to the grievance for dispute may: -

- request the involvement of higher level management.
- seek assistance from a representative of the employee's Union
- seek assistance from the Local Government Association
- refer the matter to the Industrial Relations Commission, (by an employee in the event of unfair dismissal or an unfair contract.)

13.8 During this procedure and while the matter is in the course of negotiation, conciliation and / or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal.

14. Anti-Discrimination

14.1 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 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

14.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take

all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its term or operation, has direct or indirect discriminatory effect.

14.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

14.4 Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
- (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

14.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES

(a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.


(b) Section 56(d) of the Anti-Discrimination Act 1977 provides:

"Nothing in the Act affects ... any other act or practices of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."


15. Signatories to the Agreement

15.1 In signing this agreement the parties agree that that the rates of pay and the implementation of conditions provided for in this agreement will take effect from the day of signing.

Signed on behalf of
ORANGE CITY COUNCIL
in the presence of:-

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..... 
General Manager

29.04.01


Witness

Signed on behalf of
MUNICIPAL EMPLOYEES UNION
OF AUSTRALIA (NSW DIVISION)

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15.8.01


Witness