

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/185

TITLE: Manly Council Cleansing Services Enterprise Agreement 2002-2004

I.R.C. NO: IRC02/2252

DATE APPROVED/COMMENCEMENT: 7 May 2002

TERM: 7 May 2004

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA97/64

GAZETTAL REFERENCE: 21 June 2002

DATE TERMINATED:

NUMBER OF PAGES: 19

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees employed by Manly Council in its Cleansing Services Team

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



FILED

19 APR 2002

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Registered
Enterprise Agreement

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Manly Council

Cleansing Services

Enterprise Agreement

2002 - 2004

Registered
Enterprise Agreement

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1. Title and Intention of the Parties

This Enterprise Agreement is made in accordance with the provisions of sections 29 to 47 of the *Industrial Relations Act 1996*, and shall be known as the Manly Council, Cleansing Team Enterprise Agreement and shall provide the flexibility of work arrangements necessary to meet the seven (7) day per week cleansing requirement which specifically applies to Manly and to assist Council to provide a competitive quality cleansing service to its customers.

2. The Parties

The Parties to this Agreement are Manly Council and the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division.

3. Duress

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

4. Commencement and Duration

The Agreement shall come into operation from the date of approval by the Industrial Relations Commission of New South Wales and shall remain in force for a period of two (2) years.

5. Definitions

Award: Shall mean the Local Government (State) Award 2001, and any Award that succeeds this Award.



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Cleansing Team: Shall mean staff employed on a full time (38 hours per week), part time or casual basis by Manly Council in the Cleansing Section of the Waste and Cleansing Branch, with the exception of those staff engaged upon the functions locally known as Buildings and Facilities cleansing. The workforce (numbering 24.6) shall include positions of Foremen (Team Leaders), Plant Operators/Drivers and Labourers.

Council: Shall mean the Manly Council.

Council Policy: Shall mean policy either adopted by Manly Council or determined by the General Manager in accordance with the *Local Government Act 1993*.

Employee: Shall mean, for the purpose of determining eligibility to the benefits of this Agreement, an employee who is employed within the Cleansing Team in the capacity of Foreman (Team Leader), Driver/Plant Operator or Labourer.

Service Level Agreement (SLA) Service Level Agreement defining the work to be performed and the standards to which work performance is expected.

Union: Shall mean the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division.

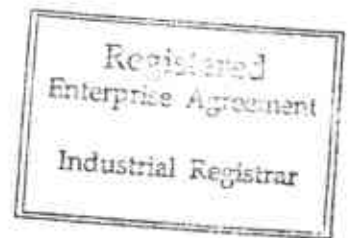
Wage: Shall mean the rate of pay for the employee's position as established through this Agreement.



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6. Relationship with the Award

- 6.1 This Agreement shall be read and interpreted wholly in conjunction with the Award.
- 6.2 This Agreement shall not affect the payment of future Award based increases and there shall be no absorption of such increases for the purposes of this Agreement.
- 6.3 In the event of any inconsistency between the Award and this Agreement, the Agreement shall prevail to the extent of the inconsistency.
- 6.4 Where this Agreement is silent the Award shall prevail.



7. Anti-Discrimination

- 7.1 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.
- 7.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by the Award 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 that, by its terms or operation, has a direct or indirect discriminatory effect.
- 7.3 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.

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- 7.4 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 award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 7.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the 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 practice 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."

8. Principles

- 8.1 The parties to this Agreement are committed to the following:

Manly Council's Mission

"To provide and facilitate quality services and infrastructure responsive to community needs, through consultative and innovative management".



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The Council's Shared Vision for Manly

"A thriving community where residents and visitors enjoy a clean, safe and unique natural environment enhanced by heritage and lifestyle".

8.2 All members of the Cleansing Unit commit themselves to Council's Values in the following ways:

- Quality:** To perform any assigned duties to the best of the employee's ability and to attain the best possible service outcome in accordance with any SLA that may be adopted by Council.
- Effectiveness:** To provide quality cleansing services that are responsive to community needs and in accordance with any SLA that may be adopted by Council.
- Access and Equity:** To operate as a partnership between the Cleansing Unit and our customers. Our integrity must never be compromised in what we do and how we treat people.
- Dedication:** To continuously improve our Unit's services, safety and value.
- Efficiency:** To apply our resources, both personnel and equipment, in the right way to achieve a quality cleansing service.
- Customers:** To endeavour to exceed the reasonable expectations of our customers at all times.
- Consultation:** All stakeholders – residents, ratepayers, visitors, other Council staff and members of the Cleansing Unit – must be considered when developing or undertaking Cleansing operations.

9. Service Level Agreement (SLA).

9.1 All work is to be performed in accordance with the current Service Level Agreement adopted by the Council, with provision being made for negotiation of any changes sought from time to time.

9.2 Where any change to the SLA is proposed, consultation will take place prior to the introduction of such change.

9.3 When any change to the SLA requires review of any rosters to ensure that service objectives are delivered, a formal process of consultation with the affected staff and the Union will occur.

9.4 When any change to the SLA requires the application of new skills any necessary training will be provided.

10. Hours of Work

10.1 The hours of work for members of the cleansing team shall be based on the principle of a seven-day roster. Employees shall be rostered to work thirty-eight (38) hours, over five (5) days, spread over a seven (7) day week. The agreed roster is Schedule 1 to this Agreement.

10.2 Reasonable advance notice shall be given by management of any proposal to change the roster to meet special needs, and employees agree to work in accordance with any such amended roster.

The principle to be followed at all times is one of maximum flexibility and in this regard it is recognised by the employees that occasions will arise (expected to be infrequent) when they will be required to change shifts or to respond at short notice to calls for assistance on particular activities that require urgent cleansing support. Unless there are the most pressing and urgent of circumstances affecting their capacity to attend, staff will be expected to comply.

10.3 Where any major changes to the roster are contemplated, Council will be committed to prior consultation with the staff as required under the Award, with as much advance notice as is possible in the circumstances.

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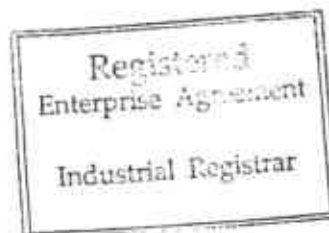
10.4 Team members are entitled to exchange shifts as long as service levels are maintained and provided any such changes occur within the same pay week. If any change is proposed, the Cleansing Coordinator shall be advised no later than 24 hours prior to the commencement of any shift (ie no later than the day prior to the shift). No change in shifts between staff as a result of an exchange, pursuant to this sub-clause will create a liability on Council for overtime (or other additional) payments. Team members are especially encouraged to make note of the dates of Public Holidays throughout the year and to take advantage of the maximum lead-time available to arrange exchanges of shifts should they wish not to work on any particular Public Holiday/s.

11. Rates of Pay

11.1 The rates of pay (effective from 1 November 2001) for members of the cleansing team are as detailed in the table below. The table reflects the fact that some employees may elect at the commencement of the Agreement to work only from Monday to Friday, while others will work regular shifts that embrace either all or part of the weekend.

Position	Rate of Pay per Hour (work including weekends)	Award Rate of Pay per Hour (work not including weekends)
Foreman (Team Leader)	\$19.43	\$15.75
Driver/Plant Operator	\$17.76	\$14.09
Labourer	\$16.65	\$12.74

11.2 The rates of pay, detailed in this Agreement, shall be varied in accordance with Clause 6.2.



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12. Performance Measurement

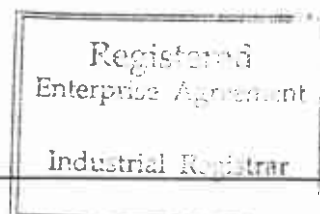
12.1 The parties agree to establish a process of continuous improvement based upon performance measurement. This process will be undertaken by agreement between the parties.

12.2 Potential areas of performance measurement include:

- Performance against any SLA adopted by Council.
- Operation against the budget determined by Council.
- Corporate and community feedback in respect to the service provided.
- The response time to action requests.
- The "accidents and incidents" trend for the team.
- The number of substantiated complaints lodged in respect to the service provided.
- The level of absenteeism of members of team.
- The trial and introduction of new cleaning methods and equipment.
- Comparison against any Key Performance Indicators which may be developed or adopted by Council from time to time.

13. Overtime

Hours worked outside the roster, and in excess of thirty-eight (38) per week, are to be regarded as overtime and shall be paid consistent with the provisions of the Award. The payment of overtime shall be based on the rates of pay as detailed in this Agreement.



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14. Sick Leave Incentive

Council offers an incentive to employees to minimise the extent of Sick Leave taken each year, by introducing an option in relation to some of the unutilised Sick Leave. Each employee who uses less than five (5) sick days in a 12 month period will be given the choice of either:

- i) Preserving the difference between 15 days (the annual entitlement) and the actual number of days utilised and carrying it forward to the next year; OR
- ii) Payment as a cash amount for the difference between 5 days and the actual number of days utilised at the end of the sick leave year, with the residual balance carried forward into the next year.

Example to illustrate

A member of staff takes four (4) Sick Leave days within the prescribed period. He/she would then be offered the option of EITHER rolling their residual eleven-day entitlement into the following year OR accepting a cash payment for one (1) day and rolling the residual ten-day balance into the following year.

The Sick Leave year will be regarded as ending on 30 June each year (with a pro-rata adjustment provided for in the first year).

15. Public Holidays

- 15.1 In recognition of the fact that Manly Council requires its Cleansing Service to operate on a seven-day-a-week basis, Public Holidays are generally to be regarded as normal working days. This means that normal staff rostering arrangements are to be observed where possible and that there is no variation from the normal spread of hours (7.6 hours) to be worked on these days.



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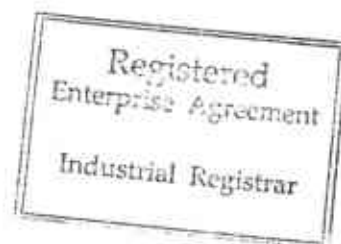
It is Council's preference that all Public Holidays be resourced in accordance with the normal weekday shift. However, in recognition of the difficulties that some staff may experience in attending work on all Public Holidays that fall on their rostered days, it is accepted that a minimum staffing level may apply. This is depicted as the "Public Holiday Roster" in Schedule 1. In these circumstances, staff will be able to volunteer to work on such days (subject to the provisions of Clause 10.4) to enable Council to achieve the minimum of 110 hours to be worked on such occasions.

Should the number of hours achieved through this voluntary process not reach the minimum requirement of 110 within the activity areas designated, Council retains the discretion to direct staff to work in accordance with the normal daily roster to ensure that the minimum coverage is provided. Should staff volunteer to work but then fail to attend, Council retains the right to exercise the "flexibility" provisions referred to within Clause 10.2.

15.2 Where an employee is required to work ordinary hours on a Public Holiday as prescribed by the Award, it may be agreed that the employee be able to exercise the option of being paid:

- Double time and a half for the hours worked on the holiday (triple time for Christmas Day and Good Friday); **OR**
- Time and a half for the hours worked on the holiday (double time for Christmas Day and Good Friday) and, in addition, be granted a day off in lieu to be paid at ordinary time for each holiday worked.

Such "time-in-lieu" leave shall be taken, either in individual days or in blocks of up to 5 days, at a mutually convenient time.



16. Annual Leave

- 16.1 A roster of Annual Leave shall be organised by agreement between management and the employees and, within the terms of this roster, both parties shall be accountable for ensuring that service levels are maintained throughout the year. Exchanges in time and trading periods of leave shall be agreed and managed by the employees, provided that such exchange shall not impinge upon the capacity to have all shifts appropriately staffed.
- 16.2 Three week's notice is required for all Annual Leave applications and approval of the leave sought will be conditional upon the maintenance of acceptable resourcing levels.

17. Grievance and Dispute Procedures

Grievances and/or disputes that may arise in the provision of the service consistent with this Agreement will be dealt with in accordance with the grievance and dispute provisions of the Award.

18. Training and Development

- 18.1 All employees will be provided with access to training appropriate to their position and relevant to the Cleansing Service that will allow them the opportunity to advance to more responsible positions within the Service. Promotion will be based on merit and a vacant position being available.
- 18.2 Where an employee is required to attend a training program(s) in lieu of normal cleansing duties, and during standard working hours, the base rate of pay for the position held by the employee shall apply.
- 18.3 Overtime will be paid when attendance at such training programs means that in excess of 7.6 hours are worked in any one day.



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18.4 Where an employee attends a training course of duration less than 7.6 hours in any given day, they will be expected to complete normal duties for the balance of that day.

19. Occupational Health and Safety

19.1 All employees covered by this Agreement shall be provided with a selection of clothing appropriate to their position from the following:

- Safety boots or shoes;
- Council provided shorts and pairs of track pants;
- Council safety T-shirts;
- Sloppy Joe, or equivalent;
- Windproof jacket;
- Hat and sunscreen; and
- Wet weather clothing.

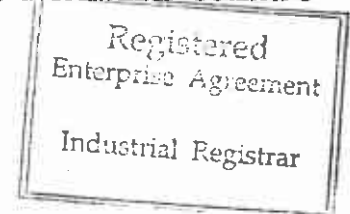


19.2 It is a condition of employment that all specifically designed safety clothing shall be worn at all times during cleansing operations, as appropriate to the conditions. Failure to do so, or failure to comply with any of Council's safe work procedures, will be regarded as a breach of Council's Occupational Health and Safety Guidelines. Staff are to ensure that all clothing issued is properly laundered and maintained, and that no damaged or unpresentable clothing is worn while on the job.

19.3 All requests for clothing replacement shall be made to the Coordinator. Disputes that occur in relation to the provision of clothing shall be referred to the Group Manager for resolution.

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- 19.4 Council shall provide a safe place of work and work practices in accordance with the provisions of the Occupational Health and Safety Act.
- 19.5 It is Council policy to maintain the health and safety of staff by providing protection via a vaccination program to those staff considered to be at risk from diseases including Hepatitis B and tetanus.
- 19.6 Council has a responsibility to provide cleansing staff with appropriate, timely and adequate training and resources in relation to providing a safe and healthy work environment.
- 19.7 Staff are committed to using safe work practices at all times. Failure to comply with any of Council's safe work procedures will be regarded as a breach of Council's Occupational Health and Safety Guidelines.



20. Replacement of Permanent Staff

- 20.1 The Cleansing Team as detailed in the Definitions clause of this Agreement shall be the indicative staff establishment for the Cleansing Service, not including the position of Cleansing Co-Ordinator. Vacancies that may occur will be filled in accordance with Council's policy. Where possible, a representative of the Cleansing staff will be included in any selection panel.
- 20.2 Advertising of the vacant position shall occur within three (3) months of the vacancy being created. Where three (3) or more appropriately qualified and experienced internal applicants are likely to be available for consideration for the position, the position will be advertised, in the first instance, to existing Council employees.

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21. Continuous Improvement

21.1 Employees of the Cleansing Service are committed to the principles of continuous improvement. Improvement in the service will be achieved by:

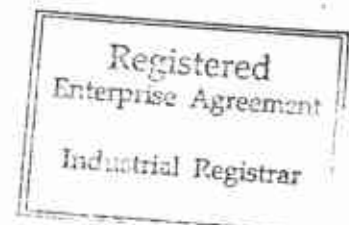
- Developing a positive attitude to work.
- Accepting change.
- Making suggestions to achieve improvement.
- Identifying and solving problems at source rather than allowing them to escalate.
- Taking full advantage of training and development opportunities.
- Being alert to experiences that may give rise to constructive change.

21.2 Job Redesign and Work Enhancement

The parties agree and commit to the principles of job redesign and work enhancement which concentrate on increased employee involvement in work decisions, broadening the range of skills each employee uses, and employees developing their personal abilities.

21.3 Customer Importance

Employees and management recognise the importance of both internal and external customers in improving the effectiveness of the cleansing service.



21.4 Teamwork

Employees and management support the principle of improving the effectiveness of the service by working in teams. Through training, teams will have greater opportunity to expand their area of responsibility and their effectiveness.

22. Review of the Agreement

22.1 This Agreement shall be reviewed at the completion of each twelve (12) months of

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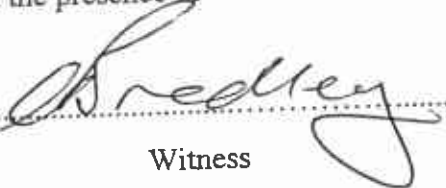
operation to establish the benefits to Council achieved by the making of the Agreement and the performance of the team against the agreed measures.

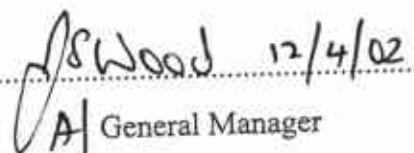
22.2 The Cleansing Team shall nominate three (3) members to represent the team in the process of developing the standards within each of the performance areas and to consider issues which may arise in relation to the operation of the Agreement.

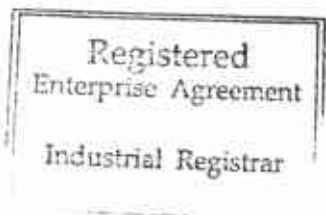
23. Renegotiation of the Agreement

The parties to this Agreement shall meet to review the provisions contained herein six (6) months prior to the date of its cessation. Should there be no agreement between the parties as to the extension of the existing terms, either party can determine to renegotiate a new Agreement or to rescind the Agreement and revert to the provisions of the Award.


SIGNED on behalf of)
MANLY COUNCIL)
in the presence of)



Witness

 12/4/02
A General Manager



SIGNED on behalf of the)
FEDERATED MUNICIPAL & SHIRE)
COUNCIL EMPLOYEES' UNION OF)
AUSTRALIA, NEW SOUTH WALES)
DIVISION in the presence of)


Witness

 12/4/02
General Secretary



SHIFT ALLOWANCE

Special Arrangements

It is acknowledged that the introduction of the revised staffing rosters proposed under the attached Agreement will remove the need for any staff to commence duty at 2.00 am, the earliest new commencement time being 4.00 am.

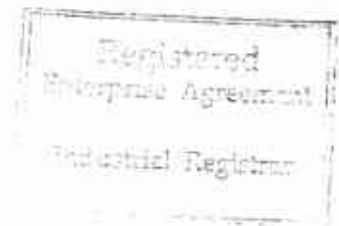
One effect of this change will be to remove the benefit of the Shift Allowance that was paid to a number of staff under the former Enterprise Agreement (Clause 10.3), in recognition of their early (2.00 am) start.

To alleviate the instant effect of this wage reduction it is agreed that:

- An assessment will be conducted to identify the staff members enjoying any entitlement to Shift Allowance; and
- The extent of their entitlement will be determined.

Payment of the Allowance will continue to be paid to the staff members so identified and at the rate determined for a period of three (3) months from the date of commencement of the new Enterprise Agreement, at which point all such payments will terminate.

If, in the intervening period, any of the staff members so affected successfully seeks a move to any position for which the Shift Allowance would not have been applicable, then payment of the Allowance terminates as at the date of commencement in the new position.



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