

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/291

**TITLE: Woollahra Municipal Council Business Centre Team
Enterprise Agreement 2005-2008**

I.R.C. NO: IRC5/4476

DATE APPROVED/COMMENCEMENT: 16 September 2005 / 16 September 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 4 November 2005

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Woollahra Municipal Council, in its Business Centre Teams, who fall within the coverage of the Local Government (State) Award 2004.

PARTIES: Woollahra Municipal Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

WOOLLAHRA MUNICIPAL COUNCIL BUSINESS CENTRE TEAMS ENTERPRISE AGREEMENT

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 Woollahra Municipal Council Business Centre Teams Enterprise Agreement and shall provide the basis for determining the salaries and certain specified conditions of employment for staff employed in the business centres of the Municipality of Woollahra. The Agreement rescinds and replaces the Industrial Agreement.

2. the Parties

The Parties to this Agreement are Woollahra Municipal Council and the New South Wales Local Government, Clerical, Administrative, Energy Airlines and Utilities Union.

3. Duress

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

4. Commencement, Duration and Renegotiation

- 4.1 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 three (3) years.
- 4.2 The parties to this Agreement shall meet to renegotiate the provisions contained herein three (3) months prior to the date of its cessation. Should there be no agreement between the parties, either party may determine to rescind the Agreement and revert to the provisions of the Award.

5. Definitions

Award: - Award shall mean the Local Government (State) Award 2004, and any Award that succeeds this Award.

Business Centre: Shall mean the agreed all retail and business precincts within the Municipality.

Council: - Shall mean Woollahra Municipal Council.

Industrial Agreement: - Shall mean Industrial Agreement No. 7283 registered pursuant to section 11 of the now repealed *Industrial Arbitration Act* 1940.

6. Relationship With the Award

- 6.1 This Agreement shall be read and interpreted wholly in conjunction with the Award.
- 6.2 This Agreement will rescind and replace the Industrial Agreement.
- 6.3 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.
- 6.4 In the event of any inconsistency between the Award, or the Industrial Agreement, and this Agreement, this Agreement shall prevail to the extent of the inconsistency.
- 6.5 Where this Agreement is silent the Award and the Industrial Agreement 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, age and responsibility as a carer.

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.

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. Commitment to the Delivery of an Effective Service

The matters detailed below reflect the commitment staff and management have achieved in reaching this Agreement as the basis for a range of effective and efficient Council services:

Council, by all actions within its power, offers security of employment to the Business Centre employees during the term of this Agreement.

Employees will work diligently and effectively to maintain and enhance the service currently provided to the residents, businesses and visitors to the business centre of Double Bay and other commercial areas as detailed in the maps included in the Agreement as Schedule 3;

Employees will ensure that litter bins in parks and streets are emptied consistent with agreed service levels;

Employees will ensure that bus shelters and street furniture in the business centres and on the main roads which link the commercial areas are cleaned consistent with agreed service levels;

Mechanical Sweeper Operators will sweep the main roads which link the commercial areas and other areas as scheduled;

The parties agree that meeting and exceeding performance standards (Outcome Based Specification AUSPEC 4.0) is key indicator of the success of the Business Centre Teams.

Management and staff within the service will act promptly, consistent with their scope of authority, to remove any impediments to the effectiveness of the service.

Management will support and assist staff in the process of tendering for work, which is currently undertaken under contract.

Management will actively encourage employees to develop the skills necessary to effectively participate in the tendering process should work be subject to external market testing.

Management and staff will work together to ensure plant and equipment breakdowns, damage and failures are minimised, and are promptly addressed if they do occur.

Management and staff will work together in a team environment to ensure an effective communication is maintained and that further opportunities to improve and enhance Council's services are identified and introduced to assist in the ongoing security of Council employment in the long term.

9. Hours of Work

- 9.1 The hours of work for employees employed under this Agreement shall be as established in the roster schedule which is marked as Schedule 1 to this Agreement. Employees when employed under this Agreement shall be assigned to either Team "A" or "B". Hours worked shall be consistent with the roster, except where varied by agreement. Work outside the agreed roster shall be overtime and paid consistent with the provisions of the Award.
- 9.2 The parties acknowledge and accept that employees in consultation with the Team Leader and Coordinator may swap shifts to suit personal circumstances. These shift changes shall not affect the service provided by the teams.
- 9.3 Public Holidays will be worked by the team scheduled to work on the day and shall consist of a shift of 4.75 hours which shall commence at the same time as the morning shift for weekend work.

10. Rates of Pay

- 10.1 The rates of pay, which apply to employees within the Business Centre Teams, shall be calculated in accordance with the composition of the pay elements detailed in the table below and set out in Schedule 2.

| Position | Grade Range A | Disability Allowance B | Enterprise Agreement Allowance C | Pattern of Working Hours Loading D | Total Pay |
|---------------------------------------|------------------|---------------------------|-------------------------------------|---------------------------------------|-----------|
| Team Leader - Business Centres | 21 - 28 | Yes | Yes | Yes | A+B+C+D |
| Operational Worker - Business Centres | 8 - 20 | Yes | Yes | Yes | A+B+C+D |

- 10.2 The rates of pay, as detailed in Schedule 2 to this Agreement, have been determined in recognition of the establishment of a thirty-eight (38) hour seven (7) day roster, which eliminates the need to pay overtime for rostered work on weekends.
- 10.3 The Disability Allowance will be paid consistent with the relevant provision of the Award.

- 10.4 In addition to the grade range available based on the acquisition and use of established competencies the employees shall be paid an Enterprise Agreement Allowance as detailed in Table C of Schedule 2.
- 10.5 Members of the Business Centre Teams shall be paid an allowance in recognition for the pattern of working hours which includes ordinary hours worked on Saturday and Sunday. This allowance shall operate in lieu of any variation to the Award which includes payment of a loading for working ordinary hours on Saturday and Sunday.
- 10.6 The rates of pay, detailed in this Agreement, shall be varied consistent with salary movements that apply to all employees of Council, which includes increases in the Award.

11. Training

- 11.1 Employees shall be paid in accordance with the salary range detailed in Schedule 2 of this Agreement which recognises and rewards the achievement and part- achievement of certificate qualifications.
- 11.2 The Grade into which an employee is placed shall be based on a consistent process of recognition of prior learning. This recognition shall be undertaken by appropriately trained assessors and shall be against course competencies as developed by the Department of Technical and Further Education (TAFE), or other recognised training organisation (RTO).
- 11.3 Further progression beyond the initial placement shall be through the successful completion of the course requirements as determined by the appropriate National Training Advisory Board, the acquisition and use of enhancing skills, or through superior performance.
- 11.4 The training which is required to complete National Training Programs which is undertaken during ordinary working hours shall be undertaken by staff without loss of pay. Where the shift pattern worked by an employee creates difficulties with attendance at training, management will take all practicable steps to facilitate such attendance.
- 11.5 In accordance with Council's Training and Employment Development Policy team members will be encouraged to undertake courses relevant to their position which lead to progression through the grades of the salary system. Where practicable, Council will facilitate the required training.

12. Work Break for Morning Tea

A principal outcome of the negotiation of this Agreement has been a commitment to work constructively to maximise the effectiveness of Council's operations. The long-term competitiveness of the services currently provided by Council employees is critical to ensure job security. The custom and practice which has been adopted by some work teams for the taking of the morning tea break has been identified as a significant impediment to achieving optimum effectiveness in service provision. The parties agree that the following principles shall apply to the taking of the morning tea break:-

The break will be taken in a manner, determined by the work teams, to minimise the disruption to the work flow. This may include flexibility in the time at which the break is taken and situations in which the break may be staggered through the team members.

The break will be taken at the work site and arrangements for food and drink, to be consumed during the break, will be made prior to the commencement of work or during the break.

A work team may, in consultation with the Coordinator, agree to take the morning tea break adjoined to the lunch break or at the end of their shift in which case the break will be of fifteen (15) minutes duration.

The Team Leader will be accountable to ensure the effectiveness of the team is maximised with respect to the flow of work across the morning tea break.

- 12.5 The break will not in any circumstances, except where a work team makes an agreement consistent with sub-clause 12.3, be in excess of ten minutes. The period of the break shall be measured from the ceasing of work until the recommencement of work.

13. Performance Measurement

13.1 The parties to this Agreement have established the following list of performance measures against which the success of the Business Centre Teams shall be measured. The areas in which performance will be measured are:

Operation against the budget determined by Council.

Corporate and community feedback in respect to the service provided.

The response time to action requests.

Compliance with work practices and any other risk management policies and procedures in place.

The number of substantiated complaints lodged in respect to the service provided.

The performance indicators AUSPEC #4.0.

The level of absenteeism of members of team.

The trial and introduction of new cleaning methods and equipment.

14. Delegate's Rights

Union delegates shall have the rights detailed below. These rights shall be exercised in a manner consistent with Council's Code of Conduct Union Delegates.

The right to be treated fairly and to perform their role as union delegate without any discrimination in their employment;

The right to formal recognition by the employer that endorsed union delegates speak on behalf of union members in the workplace;

The right to bargain collectively on behalf of those they represent;

The right to consultation and access to reasonable information about the workplace and the business;

The right to paid time to represent the interests of members to the employer and industrial tribunals;

The right to reasonable paid time during normal working hours to consult with union members;

The right to reasonable paid time off to participate in the operation of the union;

The right to reasonable paid time off to attend accredited union education;

The right to address new employees about the benefits of union membership at the time that they enter employment;

The right to reasonable access to telephone, facsimile, photocopying, internet and

E-mail facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union;

The right to place union information on a notice board in a prominent location in the workplace;

The right to take reasonable leave to work with the union.

These rights are basic and fair. Union delegates are entitled to know their role is recognised and respected.

15. Grievance and Dispute Procedures

- 15.1 At any stage of the procedure, the employee(s) may be represented by their union or its local representative/delegate and the council represented by the Association.
- 15.2 The union delegate shall have reasonable time, without loss of pay, to discuss a grievance or dispute with management at the local level where prior approval is sought. Such approval shall not be unreasonably withheld.
- 15.3 A grievance or dispute shall be dealt with as follows:-
- (a) The employee(s) shall notify the supervisor, or other authorised officers of any grievance or dispute and the remedy sought, in writing.
 - (b) A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.
 - (c) If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties shall be held as soon as practicable.
 - (d) If the matter remains unresolved the general manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.
 - (e) Where the matter remains unresolved, it may be referred to the employee's union or representative and by the general manager or other authorised officer to the Association for further discussion between the parties.
- 15.4 The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.
- 15.5 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.

16. Staffing Levels

The staff establishment for the Business Centre Teams shall be eighteen. This shall be comprised of two (2) Team Leaders and sixteen (16) Operational Workers. These staff will be rostered consistent with clause 9 of this Agreement. The staff establishment for the teams shall not be altered as long as the range of work required and the areas serviced by the teams is as established at the time of making this Agreement. Should the range of work required or the areas serviced be reduced the parties will meet to discuss a potential reduction of the minimum levels of staffing established through this clause.

17. No Further Claims

The parties to this Agreement and the employees covered by it agree and acknowledge that the Agreement has been negotiated to ensure the employees' rates of pay and other working conditions have been agreed for the next three years and that there will be no further industrial or other claims made by them, except as set out in this Agreement.

18. Review of the Agreement

The Agreement shall be reviewed at the completion of six (6) months of operation to establish the benefits to Council achieved by continuing the Agreement and the performance of the teams against the targets established consistent with clause 13.

SCHEDULE 1

**Business Centre Teams
Work Rosters**

Week 1

| | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|--------|-------------------|-------------------|-------------------|-------------------|-------------------|--|--|
| Team A | 6.00 am - 4.00 pm | 6.00 am - 4.00 pm | 6.00 am - 4.00 pm | 6.00 am - 4.00 pm | 6.00 am - 4.00 pm | 5.00 am - 9.45 pm or 12.00 pm or 4.45 pm | 5.00am 9.45 am or 12:00 pm - 4.45 pm |
| Team B | 6.00 am - 4.00 pm | 6.00 am - 4.00 pm | Off | Off | Off | Off | Off |

Week 2

| | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|--------|-------------------|-------------------|-------------------|-------------------|-------------------|--|--|
| Team A | 6.00 am - 4.00 pm | 6.00 am - 4.00 pm | Off | Off | Off | Off | Off |
| Team B | 6.00 am - 4.00 pm | 6.00 am - 4.00 pm | 6.00 am - 4.00 pm | 6.00 am - 4.00 pm | 6.00 am - 4.00 pm | 5.00 am - 9.45 pm or 12.00 pm or 4.45 pm | 5.00 am - 9.45 pm or 12.00 pm or 4.45 pm |

Schedule 2 - Table A

| Position | Grade | Training Requirement | Weekly Rate¹ |
|---|-----------------|-----------------------------|--------------------------------|
| Operational Worker – Business Centres - Entry | 8 | | \$627.85 |
| Operational Worker – Business Centres - Entry | 9 | 25% Certificate II | \$639.08 |
| Operational Worker – Business Centres - Entry | 10 | 50% Certificate II | \$651.12 |
| Operational Worker – Business Centres - Entry | 11 | 75% Certificate II | \$663.94 |
| Operational Worker – Business Centres – Level 1 | 12 | 100% Certificate II | \$677.25 |
| Operational Worker – Business Centres – Level 1 | 13 | 25% Certificate III | \$690.56 |
| Operational Worker – Business Centres – Level 1 | 14 | 50% Certificate III | \$704.50 |
| Operational Worker – Business Centres – Level 1 | 15 ² | 75% Certificate III | \$718.22 |
| Operational Worker – Business Centres – Level 2 | 16 | 100% Certificate III | \$732.68 |
| Operational Worker – Business Centres – Level 2 | 17 | 25% Certificate IV | \$747.34 |
| Operational Worker – Business Centres – Level 2 | 18 | 50% Certificate IV | \$762.11 |
| Operational Worker – Business Centres – Level 2 | 19 | 75% Certificate IV | \$776.78 |
| Operational Worker – Business Centres – Level 2 | 20 | 100% Certificate IV | \$792.38 |
| Team Leader – Business Centres – Level 1 | 21 | | \$807.77 |
| Team Leader – Business Centres – Level 1 | 22 | | \$824.10 |
| Team Leader – Business Centres – Level 1 | 23 | | \$840.22 |
| Team Leader – Business Centres – Level 1 | 24 | | \$856.96 |
| Team Leader – Business Centres – Level 2 | 25 | | \$874.02 |
| Team Leader – Business Centres – Level 2 | 26 | | \$891.49 |
| Team Leader – Business Centres – Level 2 | 27 | | \$908.86 |
| Team Leader – Business Centres – Level 2 | 28 | | \$927.06 |

1. The rates of pay in this Agreement shall be varied consistent with movements in the Award and Council’s salary system.
2. Operational Workers when required to operate the Mechanical Sweeper will be paid at a minimum the rate applying to Grade 15 of Council’s salary system.

Table B - Disability Allowance

| | |
|-------------|---------|
| Weekly Rate | \$27.90 |
|-------------|---------|

Table C - Enterprise Agreement Allowance

The Enterprise Agreement Allowance shall be paid in addition, to Award allowances, and to the rate determined through Council's salary system.

| Position | Allowance (Per Week) |
|--------------------------------|----------------------|
| Operational Worker | \$59.90 |
| Team Leader - Business Centres | \$59.90 |

Table D - Pattern of Working Hours Allowance (For the working the ordinary hours contained in the Roster in Schedule 1 of this Agreement)

| Position | Allowance (Per Week) |
|--------------------------------|----------------------|
| Operational Worker | \$71.60 |
| Team Leader - Business Centres | \$83.60 |

Schedule 3 - Area Maps

Note: (Maps unable to be published)

Consists of the three topographic maps attached, including a scope of work summary for that area also attached to each map.

Signed by the parties on this twenty-second day of August 2005

SIGNED on behalf of WOOLLAHRA MUNICIPAL COUNCIL

in the presence of: General Manager

.....

Witness

SIGNED on behalf of the

NEW SOUTH WALES LOCAL GOVERNMENT, CLERICAL, ADMINISTRATIVE, ENERGY,
AIRLINES AND UTILITIES UNION

.....

General Secretary

in the presence of:

.....

Witness