

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA 97/64

**I.R.C. NO:** 97/1212

**DATE APPROVED/COMMENCEMENT:** 8.4.97

**TERM:** 3 years

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 8

**TITLE:** Manly Council Cleansing Team Enterprise Agreement

Registered  
Enterprise Agreement  
Industrial Registrar

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** To apply to Supervisor, Foreman/Supervisor, Foreman, Plant Operator, Driver, Cleansing Labourer in the Cleansing Section of the Waste and Cleansing Branch.

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

# Manly Council Cleansing Team 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 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 (herein after referred to as the Council) and the Federated Municipal and Shire Council Employees Union of Australia, New South Wales Branch (herein after referred to as the M.E.U.).

## 3. Duress

This Agreement has been entered into without duress by any party

## 4. Duration

The Agreement shall come into operation from the date of registration by the parties and shall remain in force for a period of three (3) years. At the completion of each year of the agreement the performance measures detailed in clause 12 shall be reviewed. The continuation of the Agreement at the end of the second year of operation shall be based upon overall improvement in the performance measures identified including the investigation and introduction of new cleaning methods and equipment.

## 5. Definitions

- Award: Award shall mean the Local Government (State) Award which provides salaries and conditions for the employees of the Council.
- Cleansing Team: Shall mean staff employed on a full time basis (38 hours per week) by Manly Council in the Cleansing Section of the Waste and Cleansing Branch.

Registered  
Enterprise Agreement

Industrial Registrar

and part time basis

**Council:** Shall mean Manly Council.

## 6. Relationship with the Award

- 6.1 This Agreement shall be read and interpreted wholly in conjunction with the Local Government (State) Award 1995 and any amendments to that Award.
- 6.2 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.
- 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. Principles

- 7.1 The parties to this Agreement are committed to identifying and implementing strategies to improve the effectiveness of cleansing operations in Manly.
- 7.2 A specific feature of this Agreement is the establishment of a research and development budget to identify and trial new technologies and systems of cleaning. Staff are committed to this process and as a feature of this agreement will be intimately involved in the identification and trial process to ensure that the full benefit of a new approach or technology can be gained.
- 7.3 The performance measures, and review process, established in clause 12 of this Agreement is one of the steps, associated with the making of this Agreement, which will improve the service provided by the cleansing team to residents, ratepayers and visitors to Manly.

Registered  
Enterprise Agreement

Industrial Registrar

## 8. Hours of Work

- 8.1 The hours of work for members of the cleansing team shall be established by 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 rostering process shall be considered, by all parties, sufficiently flexible to meet varying demands. A roster has been agreed for the commencement of the service and is an appendix to this Agreement.

- 8.2 Reasonable advanced notice shall be given by management to change the roster to meet special needs.
- 8.3 Major changes to the roster shall be agreed between management and the employee(s) concerned.
- 8.4 Team members are entitled to exchange shifts without reference to management as long as service levels are maintained and provided any such changes occur within the same pay week. No change in shifts between staff will create a liability on Council for overtime payments.

### 9. Productivity Benefit

All full-time cleansing employees, who are employed by Manly Council at the making of this Agreement, shall receive a productivity bonus payment of \$1,000. Part-time and casual employees, who will work a thirty-eight (38) hour week, shall receive a pro-rata payment, of the productivity bonus, consistent with the proportion of thirty-eight the employee's hours represent when considered on a weekly average over the preceding three (3) months. This bonus is paid in recognition of the range of activities which are currently performed in addition to the normal activities required of the team. The benefit value of these additional activities has been established and agreed between the parties. The bonus is also paid in anticipation of the improvements in work systems necessary to provide the increased level of service on the weekends whilst maintaining the standard of service, currently provided, between Monday and Friday.

Registered  
Enterprise Agreement  
Industrial Registrar

### 10. Rates of Pay

10.1 The rates of pay for members of the cleansing team are as detailed in the table below.

Position	Rate of Pay Per Week
Supervisor	\$791.52
Foreman/Supervisor	\$638.43
Foreman	\$618.50
Plant Operator	\$565.38
Driver	\$565.38
Cleansing Labourer	\$529.94

- 10.2 These rates 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 Early morning shift allowance shall be paid consistent with current Council practice and the Award.
- 10.4 The rates of pay, detailed in this Agreement, shall be varied consistent with salary movements which have application to all employees of Council.

### 11. Adjustment in Rates of Pay

The rates of pay detailed in clause 10 shall be increased by two (2) percent at the completion of twelve (12) months of operation of the Agreement. This increase shall be based on the team meeting the performance measures detailed in clause 12 of this Agreement.

### 12. Performance Measurement

- 12.1 The determination of the increase in rates of pay at the completion of the first year of operation of the Agreement and the continuation of the Agreement at the completion of the second year shall be determined by reference to the list of team performance measures detailed below.
- 12.2 The parties to this Agreement have established the following list of performance measures against which the success of the Agreement 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.
- 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.

12.3 The parties, during the first six months of the Agreement, will monitor the performance of the team in each of the areas identified and shall agree on a standard appropriate in each measure.

12.4 The intention to achieve these measures, given current technology, is reliant on the maintenance of the proposed level of staffing for the new roster. This staffing level is currently twenty-two (22) full-time and five part-time employees (twenty-six (26) full time equivalent positions).

### 13. Overtime

Hours worked outside the roster and in excess of thirty-eight (38) per week are overtime and shall be paid consistent with the provisions of clause 15. of the Award. The payment of overtime shall be based on the rates of pay as detailed in clause 10, as varied consistent with the provisions of the Agreement.

Registered  
Enterprise Agreement

### 14. Sick Leave

Sick leave shall be taken and paid consistent with clause 17A of the Award. Sick leave, when taken, shall be paid at the rates of pay provided by clause 10 of this Agreement. The day shall be counted as the number of hours the employee would have worked had the employee been at work on that day.

Industrial Registrar

### 15. Annual Leave

A roster of annual leave shall be organised by agreement between management and the employees and they 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.

### 16. Redeployment

16.1 Staff who are genuinely not able to work on the seven day roster, as a result of religious conviction or pressing family circumstances where at all possible, be redeployed to another area of Council's operations within one (1) month of the commencement of this Agreement. Such redeployment shall occur consistent with Council Policy.

16.2 Employees who satisfy the criteria for redeployment, detailed in sub-clause 16.1, shall be placed on a waiting list in the order in which they nominated their inability to work the new roster. Management and the Union shall work together to make the process of redeployment successful for both Council and the employee. No redeployment will occur unless the position on the roster, being vacated, is able to be filled. Maintenance of cleansing service level is paramount in this process of implementation.

16.3 Should a dispute arise in the interpretation of circumstances which warrant redeployment to another area of Council's operations the matter shall be formally considered by the parties, consistent with clause 26. Grievance and Dispute Procedures of the Award.

### 17. Annual Leave and Long Service Leave Accruals

17.1 The increases in rates of pay which flow from the implementation of this Agreement shall be offset by payment of annual leave and long service leave, accrued at the time of making this Agreement, at the rate of pay which applied to the employee's position immediately before its making.

17.2 All annual and long service leave accruing during the life of this Agreement shall be paid at the rate of pay prescribed by clause 10. Rates of Pay.

Registered  
Enterprise Agreement  
Industrial Registrar

### 18. Review of the Agreement

18.1 The Agreement shall be reviewed at the completion of each twelve (12) months of operation to establish the benefits to Council achieved by the making of the Agreement and the performance of the team against the agreed measures.

18.2 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.

**19. Renegotiation of the Agreement**

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

SIGNED on behalf of  
MANLY COUNCIL )

in the presence of )

*[Signature]*  
.....  
General Manager

*[Signature]*  
.....  
Witness

SIGNED on behalf of  
FEDERATED MUNICIPAL AND SHIRE  
COUNCIL EMPLOYEES' UNION )  
in the presence of )

*[Signature]*  
.....  
Witness

*[Signature]*  
.....  
General Secretary

**Seal**

Federal Municipal and Shire Council Employees' Union of Australia, New South Wales Division  
Pursuant to the Industrial Relations Act, 1991 (NSW)...

Register Enterprise Agreements  
Industrial Registrar



# Manly Council



Ex 2

Council Chambers  
1 Belgrave Street  
Manly NSW 2095

Correspondence to  
General Manager  
PO Box 82  
Manly NSW 2095

Telephone 9976 1500  
DX 9205 Manly  
Facsimile 9977 7380

## Memorandum

**DATE:** April 7, 1997  
**TO:** Ben Kruse - Legal Officer  
MUE - State Branch  
**FROM:** Ray Brown  
**RE:** Proposed Cleansing Enterprise Agreement  
**CC:** File S15/69

As per our discussion, I wish to advise that clarification on the issue of allocation of 'Time off in lieu' for staff working under the proposed agreement has now been conveyed to the staff concerned. This may have been open to interpretation but clearly Council must abide by Award provisions.

All staff working under the agreement will have a credit (TOIL) of a standard day (9.66 hours) allocated to them when a Public Holiday falls on their rostered day off.

Should you require any further information do not hesitate to contact me on 9976 1526.

Ray Brown  
Manager Personnel & Training

