

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/219

TITLE: Warringah Aquatic Centre (WAC) Enterprise Agreement

I.R.C. NO: 99/4245

DATE APPROVED/COMMENCEMENT: 13 August 1999 and commenced from the first pay period on or after 1 September 1999

TERM: Expires 1 September 2001

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 20

**COVERAGE/DESCRIPTION OF
EMPLOYEES:** Applies to staff employed at Warringah Aquatic Centre

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



WARRINGAH AQUATIC CENTRE

ENTERPRISE AGREEMENT

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CONTENTS

	PAGE
1. Title and Intention of the Parties	2
2. The Parties	2
3. Objectives of the Agreement	2
4. Duration	2
5. Award	2
6. Hours of Work	2
7. Rates of Pay	3
8. Casual Employees	3
9. Public Holidays	3
10. Relieving at Higher Grade	3
11. New and Vacant Positions	3
12. Additional Hours	4
13. Time Off In Lieu	4
14. Meal Breaks	4
15. Training	4
16. Staff Establishment	5
17. Change of Hours Arrangement	5
18. Leave Entitlements	5
19. Sick Leave	5
20. Uniforms	5
21. Meeting Rates	6
22. Grievance Procedures	6
23. Probationary Period	6
24. Occupational Health and Safety	6
25. Equal Employment Opportunities	7
26. Review	7
27. Enterprise Agreement Voting Rights	7
28. Olympic Games	7
29. Performance Bonus	7
30. Conversion of Casual Staff to Permanent Positions	8
Appendix 1.	9
Appendix 2.	10
Appendix 3.	11
Appendix 4.	12
Appendix 5.	13
Appendix 6.	15
Appendix 7.	16
Appendix 8.	17
Appendix 9.	18
Appendix 10.	19
Signatory Page	20



Ex 1

1. Title and Intention of the Parties

The Agreement shall be known as the Warringah Aquatic Centre (WAC) Enterprise Agreement and shall provide the basis for determining the rates of pay and conditions for staff employed at Warringah Aquatic Centre.

2. The Parties

The Parties to this Agreement are Warringah Council, and the Federated Municipal and Shire Council Employees Union of Australia, News South Wales Branch

3. Objectives of the Agreement

- The agreement will contribute to the delivery of competitive services at the WAC.
- Provide staff with fair and equitable rates of pay which reflect the contribution of each person in making the facility successful.
- The provision of high quality services to centre users with a commitment to continuous workplace improvements.
- To introduce work practices and training which reflect the needs of Warringah Aquatic Centre.

4. Duration

The agreement shall come into operation from the first full pay period to commence on or after 1/9/99 and shall remain in force for a period of 2 years or until such time as it is incorporated in an Enterprise Agreement covering the employees bound by this Agreement. This agreement will then be reviewed 12 months after the date it comes into operation.

5. Award

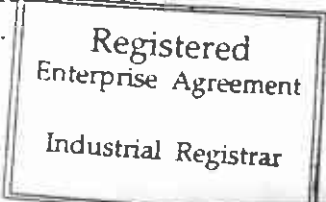
Award shall mean the Local Government (State) Award 1997 which provides salaries and conditions for the employees of the Council.
Movements in the award rates of pay will flow on to the actual rate of pay of staff covered by this agreement.

This Agreement shall operate to provide the special conditions of employment detailed below. Conditions of employment not specified in this Agreement shall be established by the Award.

6. Hours of Work

The ordinary hours for all employees shall be worked between Monday and Sunday inclusive and shall not exceed twelve (12) hours in any one day exclusive of unpaid meal breaks unless specific arrangements for a particular work area are outlined elsewhere in the agreement.

Ordinary hours will be any time within the centres normal opening hours. These hours may vary depending on operational requirements. Any changes in opening hours that affect staff rosters will be openly discussed and agreed with those staff involved prior to implementation.



7. Rates of Pay

Staff are appointed on merit and are placed within the salary band at the appropriate level commensurate with qualifications and experience. Staff then have the opportunity to move through this band based on their performance in their position which is reviewed annually.

All staff will be paid at their respective Standard rate, during normal opening hours, Monday to Sunday. Casual staff will be paid at their standard casual rate and permanent staff will be paid at their standard permanent rate.

The stated hourly rate will be inclusive of all award allowances.

The standard rate is the individual staff members base hourly rate in addition to any entitlement covered by this agreement. Please refer to appendix 1.

8. Casual Employees

Casual Employees shall mean an employee of Council who is employed on a day to day basis. Casual Employees will be paid for hours worked (Monday to Sunday, including public holidays).

Casual employees shall receive a loading of 20% in lieu of sick and annual leave prescribed by the Award and will not be paid penalty rates or overtime under any circumstances.

Casual employees can work up to a maximum of 152 hours within a 4 week period.

A casual employee should not replace a permanent employee of council on a permanent basis.

9. Public Holidays with the exception of Christmas Day and Good Friday

Permanent staff who work on Public Holidays and Union Picnic Day will be paid at double time, or single time plus time off in lieu, with a minimum payment of 4 hours worked as per the award.

10. Relieving at Higher Grade.

Staff required to relieve at a higher grade will be paid at a higher rate for the time they spend performing duties at that level. The actual rate of pay will depend on the proportion of higher grade work done, and should not be lower than the minimum entry level for that position.

Employees should only be expected to work on higher duties grade for a maximum of six months.

11. New and Vacant Positions

If a position within the WAC is vacant, or the holder of such a position is sick or absent, a person may be appointed to the position temporarily.

A person appointed to a temporary position shall not continue to fill that position for more than 12 months on a temporary basis.

A permanent position shall not be filled by a casual employee for longer than 6 months. Please refer to Policy guidelines as laid out in the Warringah Council Human Resource Manual.



12. Additional Hours

Staff who elect to undertake extra shifts, taking their hours above 38 hours per week, can elect to take Time off in Lieu, or will be paid at time and a half for the first two hours, and double time thereafter. The rate of pay will be calculated at the base rate for the position. All appropriately trained staff will be given equal opportunity to any additional hours.

13. Time off in Lieu

Time off in Lieu (TOIL) will apply as in Clause 13, Section A, Paragraph (vi) of the Award. It is agreed that employees may accumulate up to five days time off in lieu on a pro rata basis, ie if an employee works an average of 4 hours per day they are entitled to accumulate 20 hours TOIL. Time off in Lieu will be accrued whenever it is necessary for an employee to work additional time for a specific purpose with the prior approval of their supervisor. Staff can elect to be paid additional payment at the appropriate pay rate or TOIL.

14. Meal Breaks.

All meal breaks are as per Clause 12 Section A, Paragraph (I) of the award. An unpaid meal break of a minimum of 30 minutes shall be given and taken within the first 5 hours of continuous work. Thereafter, a paid meal break not exceeding 20 minutes shall be given and taken after a further five hours of continuous work.

15. Training

The parties to this Agreement recognise the need for employees to continue to develop skills in their work. Participation in the Performance Management system is designed to enhance individual and organisational effectiveness and will help identify areas where individual and team performance can be developed.

Training will include on-the-job, for example coaching or mentoring from other experienced staff, use of new equipment and technologies and/or working in a position with higher duties as a learning experience, and off-the-job attendance at meetings and courses.

Staff will be encouraged to participate in job related personal development and training at their own instigation for which roster flexibility may be negotiated.

Re-qualification course costs for first aid and resuscitation, for permanent staff will be met by WAC. Staff will be expected to attend training courses in their own time provided that the time commitment is deemed to be reasonable.

Staff will be permitted to exchange shifts to attend courses for accreditation provided it does not interfere with centre operations.

Training courses may be funded by and at the discretion of WAC management if there is a direct requirement for the training by the WAC.

The aim of the WAC is for continuous improvements in services provided, work practices and professionalism.

WAC management is committed to the provision of highly qualified staff with a level of fitness necessary to provide service. Regular medical and fitness assessments will be part of the ongoing Performance Management provided. WAC staff are encouraged to maintain levels of fitness required by using facilities available at the centre. This must be done in the employees own time.

16. Staff Establishment.

Staff establishment needs and the rosters will be reviewed to ensure that core operational and administrative needs are met by permanent full-time and part-time staff.

Staff establishment as at 1/1/99 comprised; 4 Permanent full time, 14 Permanent part time, 4 Temporary part time (Summer Lifeguards for outdoor pool) and 90 Casuals.

17. Change of Hours Arrangement.

Proposed changes to the hours of work detailed in clause 1 Hours of Work shall be openly discussed, agreed and accepted by Staff, MEU and management before any change takes place.

18. Leave Entitlements.

Refer to Clause 15, Section C, of the Award

19. Sick Leave

Refer to Clause 15, Section A of the Award.

20. Uniforms.

Staff shall be entitled to an appropriate uniform, and replacement on an annual basis as required.

The entitlements to clothing detailed in this clause shall not diminish an employee's right to protective clothing provided by the Award.

All staff are required to wear the official uniform at all times.

The number of uniforms provided to staff is dependant on the hours of work performed by each individual. The following is an outline of uniform allocation.

Front Desk Staff	1 - 2 shifts	1 Shirt 1 Shorts 1 Tracksuit.
	3 shifts	2 Shirts 1 Short 1 Tracksuit.
	4 - 5 shifts	3 Shirts

		2 Shorts 1 Tracksuit
Gym Staff	As Above	As Above
Pool Deck Staff	As Above	As Above & Hat for summer staff, wet weather gear provided on shifts as required.
Swim School Staff	Based on above but to be agreed with Programs Co-ordinator depending on number of shifts in the water. Plus U.V. rash vests.	
Creche	1 - 4 shifts	2 Shirts 1 Short 1 Tracksuit.

These numbers apply to those staff who are working out of the water only. Those staff who spend their shifts in the water (eg Swim school instructors, aquarobics etc) will not have these shifts contribute to their uniform allocation.

Casual staff will be provided with uniform when on duty.

Personal protective equipment, including sunscreen will be provided in accordance with Workcover Regulations. It is the responsibility of each staff member to abide by the regulations.

21. Meeting rates

As part of the ongoing commitment to training and communication in the workplace, staff will be expected to attend up to 4 section meetings a year. Normal hourly rates will apply to meetings conducted during the staff members normal work hours. A rate of \$11/ hour will apply to meetings conducted outside normal work hours. This applies to all staff irrespective of hourly pay rate.

If 5 or more staff make application for childcare facilities for any one meeting then supervision will be provided by management.

22. Grievance Procedures.

Grievances shall be resolved consistent with the HR policy manual, and or the Local Government State Award.

23. Probationary Period.

Please refer to Policy guidelines as laid out in the Warringah Council Human Resource Manual

24. Occupational Health and Safety.

Please refer to Policy guidelines in the Warringah Council Human Resource Manual.



25. Equal Employment Opportunities.

Please refer to Policy guidelines as laid out in the Warringah Council Human Resource Manual.

26. Review

The operation of this Agreement shall not preclude the identification and implementation of measures and/or amendments to this Agreement or work practices to improve effectiveness or efficiencies of the WAC. Identified improvements will only be implemented following staff consultation and involvement.

The operation of this Agreement shall be reviewed in detail on or before July 1st of each year to ensure consistency with the principles discussed in establishing the rosters, rates of pay and other matters.

Should either party determine at that time that the Agreement is not operating in a manner consistent with the stated objectives, and no agreed amendment can be made, then the Agreement will be terminated following three months notice of termination of the Agreement in writing.

Until such time as the new agreement is negotiated the rates of pay and conditions of employment applying to WAC staff shall revert to the Local Government (State) Award 1997 or any Award which replaces this Award subject to improvements in entitlements which apply to Council employees in general.

27. Enterprise Agreement Voting Rights

The Warringah Aquatic Centre Enterprise Agreement is an agreement between Warringah Council and the MEU. The agreement must be approved in a secret ballot by not less than 65% of the employees who are to be covered by the Agreement at the time the ballot is conducted. If this is not achievable then the agreement can be approved by a majority of Union members.

28. Olympic Games

During the period September 2nd to 29th 2000 the WAC will be managed by SOCOG and used as a training venue for Synchronised Swimming.

During this time permanent staff may be under the direction of SOCOG. This period may be treated as a pool shutdown (and subject to change), and staff may be required to take annual leave.

Since staff will still technically be employed by Council during this period, there will be no affect on any continuity of service.

29. Performance Bonus

As part of Councils overall Performance Management strategy, management will consider an incentive scheme for permanent staff within six months of the signing of this agreement.



30. Conversion of Casual Positions To Permanent Positions

General Principles

As part of the WAC enterprise agreement several new permanent positions will be created. This agreement provides an opportunity to regularise the employment status of existing casual staff to permanent status under the terms and conditions of a new position.

On the implementation of the agreement, long serving casual members of staff (6 months minimum) will be allowed to nominate for direct appointment to a number of vacant permanent positions.

Appointment will be merit based, ie, dependent upon casual staff being assessed as having the required skills for the vacant position, and will not be subject to a probationary period.

This arrangement can only be implemented at the commencement of the initial agreement, thereafter normal Recruitment and Selection procedures will apply.

Currently casual staff are paid at a casual rate which includes a loading of 20% in lieu of all leave entitlements (sick leave, annual leave etc). When the permanent positions are filled, staff will receive the agreed standard rate of pay, in addition they will be entitled to sick leave and annual leave, as per the award. The casual loading will no longer apply

Appendix 1

Terms and Conditions

Swimming Teachers

Status

- Four permanent positions, Casual positions.

Rosters

- Rosters will be done for a term in advance..
Rosters will be drawn up at the end of the preceding term for the following term. It should be noted that there are no school programs in term 1 due to Carnivals and it is expected that alternate swim program work be undertaken as required by the programs coordinator .

Hours of work

- The roster for each term will ensure that the total hours over the year will not be less than 580 hours ie average of 15 hours per week.
- Staff required to work additional hours to their normal rostered hours will be paid at their standard rate of pay for work up to 38 hours per week.

Leave entitlements

- All leave entitlements (annual, sick etc) are as per the award.
- At least two weeks of annual leave is to be taken during school holidays.

Job Description

- As per current JD
- Duties undertaken in these positions will change from time to time depending on the demands of the Centre. Any changes will be made in consultation with the staff involved.

Appendix 2

Terms and conditions

Swim Program Supervisor .

Status

- Two permanent positions, one to cover schools.

Rosters

Rosters will be done for a term block in advance. The term block will include the school holiday period following the term (eg Term 1 and the Easter School Holidays = term block).

Rosters will be drawn up at the half way point of the preceding term for the following term. It should be noted that there are no school programs in term 1 due to Carnivals and it is expected that alternate swim program work be undertaken as required by the programs coordinator .

Hours of work

The roster for each term will ensure that the total hours over the year will not be less than 1976 hours ie average of 38 hours per week.

This will in practice be 41.5 hours for 40 weeks (term time) and 26.5 hours for 12 weeks(holiday time)

Any additional hours over the above hours will be paid at the appropriate Casual rate for the duties performed.

Sessional Work

Sessional Work (eg Aquarobics) will be paid at sessional rate if it does not form part of the regular working shift, ie coming to work just to do a class.

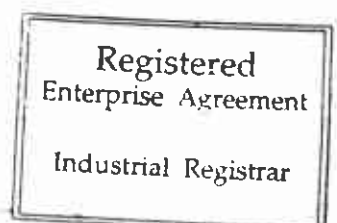
Leave entitlements:

All leave entitlements (annual, sick etc) are as per the award.
At least two weeks of annual leave is to be taken during school holidays.
Annual Leave will be accrued and debited on the basis of a 38 hour week

Job description

As per current JD.

Duties in these positions will change from time to time depending on the demands of the centre. Any changes will be made in consultation with staff involved.



Appendix 3

Terms and Conditions

Administration Staff.

Status

- Two permanent, and Casual positions.

Job Description

- As per current JD
- Duties undertaken in these positions will change from time to time depending on the demands of the Centre. Any changes will be made in consultation with the staff involved.
- All staff working in the Swim Program Administration area need to be available to teach / coach Swim programs in the event of staff shortages. Swim School administration staff should always have their swimming attire with them when working in the office.

Appendix 4

Terms and Conditions

Swimming Coaches

Changing Rosters:

Rosters may need to be changed from time to time depending on the demand for classes. Any changes to this structure will be made in consultation with the staff involved.

• **Carnival Attendance:**

14 days discretionary paid carnival attendance per year

Leave for carnival attendance may be approved subject to the number of swimmers attending and the level of the carnival. If leave is not approved leave without pay may be applied for.

The following carnivals will be considered for Carnival Attendance leave

Metropolitan Championships

State Championships (Age and Open)

Australian Championships Age and Open

All swimmers included in the above must be current members of the WAC Swim Program squads.

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Appendix 5

Terms and Conditions

Deck Staff

Status: Permanent Part Time

Shifts: Deck staff shifts are arranged in a 3 week rotating roster system. The average over the three week period is 36.92 hours consisting of a 38 hour week, a 38.75 hour week and a 34 hour week. The specific hours of work are arranged as follows.

Weekdays AM Shift Mon-Fri	4.45 am to 1.45 pm	(8.5 hours)
Weekdays PM Shift Mon - Fri	1.30 pm to 10.30 pm	(8.5 hours)
Saturday Shift	5.45 am to 7.30 pm	(13.25 hours)
Sunday Shift	6.30 am to 7.30 pm	(12.5 hours)

Note

The current rotating roster for the Shift managers and Lifeguards requires them to work 12.75 hours on Saturdays and 12 hours on Sundays. The roster does not require these staff to work both Saturdays and Sundays during the same week.

This roster, which was suggested by deck staff, has been worked under an interim agreement since April 1998, in order to test its effectiveness.

The roster is a maximum of 4 working days per week with days off prior to and following the longer Saturday and Sunday shifts.

Since the shift hours exceed 12 hours when Deck staff work a Saturday or a Sunday, this roster will be subject to regular OHS review.

Any change to these rosters, and hours of work, can only be undertaken after prior consultation and agreement with the deck staff concerned.

Roster

Numbers denote shifts.

Week 1

Day	Mon	Tue	Wed	Thu	Fri	Sat	Sun
AM	3	3	1	1	1	1	2
PM	2	2	2	3	3		

Week 2

Day	Mon	Tue	Wed	Thu	Fri	Sat	Sun
AM	2	2	3	3	3	3	1
PM	1	1	1	2	2		



Week 3

Day	Mon	Tue	Wed	Thu	Fri	Sat	Sun
AM	1	1	2	2	2	2	3
PM	3	3	3	1	1		

Public Holidays

The Award rates will apply to permanent staff as they refer to staff on a rotating roster.

Options open to permanent staff employed prior to 1992

As and when the Enterprise Agreement is endorsed, there may be staff who disagree with the terms of the agreement.

As a result permanent staff who have been employed since before 1992, will have the following options:

- Accept the terms and conditions accepted by the majority of the workforce.
- Accept an offer of redeployment or redundancy from Warringah Council.

Staff employed prior to June 1992 shall be paid a 10% loading in addition to their hourly base rate.

Appendix 6

Terms and conditions

Reception Staff

Status: Permanent Part Time positions

Shifts: Reception shifts currently take the following format

Weekdays

Day 1

5.45 am to 10.30 am (4.75 hrs)

10.15 am to 3.00 pm (4.75 hrs)

2.45 pm to 10.30 pm (7.75 hrs)

or Day 2

5.45 am to 10.30 am (4.75 hrs)

10.15 am to 6.00 pm (7.75 hrs)

5.45 pm to 10.30 pm (4.75 hrs)

Weekends

6.45 am to 1.15 pm (6.5 hrs)

12.45 pm to 7.30 pm (7.75 hrs)

Options open to permanent staff employed prior to 1992

As and when the Enterprise Agreement is endorsed there may be staff who disagree with the terms of the agreement.

As a result permanent staff who have been employed since before 1992, will have the following options:

- Accept the terms and conditions accepted by the majority of the workforce.
- Accept an offer of redeployment or redundancy from Warringah Council.

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Industrial Registrar**

Appendix 7

Terms and conditions

Recreation Program Staff

Status Permanent part time, Temporary permanent, Sessional and Casual

**Permanent part time
Programs assistant,**

Temporary Permanent; Gym staff, pending closure of gym in August 1999.
Currently working three 2 hour shifts per week.

Sessional ; Aquarobics, Exercise Walking, Tone n Talk, Circuits.

Casual ; Birthday Party Leaders, Holiday Program Leaders:

Shifts: The shifts designated for these programs are dependent on the demand for programs and are variable in nature.

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Appendix 8

Terms and conditions

Creche Staff

Status: Permanent Part Time and Casual.

Shifts:

Monday to Friday

<i>Staff</i>	<i>Times</i>	<i>Hours</i>
Shift (1)	8.45 am to 11.45 am	3
Shift (2)	8.45 am to 11.45 am	3
Shift (3)	9.15 am to 12.15	3
Shift (4)	9.30 am to 12.30 pm	3
Shift (5)	9.30 am to 12.30 pm	3

Holidays

Shift 1	8.45 to 11.30
Shift 2	8.45 to 11.45
Shift 3	9.15 to 12.15
Shift 4	9.30 to 12.30

School and Public Holidays

During school holiday periods, a reduced staffing level of only 4 shifts may be required. In addition over the Christmas Holiday period, Good Friday and on the occasional carnival day, the creche will be closed.

Hours of opening

Changes to hours of work will be openly discussed, and agreed by Management before any changes take place.

Level of Qualifications

One member of the Childcare staff is required to have completed Childcare Certificate (2 year accredited course approved by DOCS) Should more than one person per shift hold that qualification then only one person will be the designated qualified leader and be paid at the A1/3 Grade. All other staff will be paid at the 03/1 level

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Appendix 9

Salary Levels

Positions	Salary Band
Operations Coordinator	A3/1 to A3/7 \$38724 to \$48878
Program Coordinator	A2/1 to A2/7 \$32364 to \$40815
Shift Manager	04/1 to 04/7 \$28538 to \$38072
Lifeguard	03/1 to 03/7 \$25449 to \$33814.
Receptionist	03/1 to 03/7 \$25449 to \$33814.
Program Assistant	03/1 to 03/7 \$25449 to \$33814.
Gym Instructors	03/1 to 03/7 \$25449 to \$33814.
Swim Program Supervisor/ Swim Instructor/ Education officer/ (Aust Swim Qual)	03/1 to 03/7 \$25449 to \$33814.
Swim Coach- Level 1	03/1 to 03/7 - \$25449 to \$33814.
Swim Coach- Level 2	03/1 to 03/7 \$25449 to \$33814.
Administration	03/1A to 03/7A \$25449 to \$33814.
Trained Creche Staff (one per shift only)	A1/1 to A1/8 \$28214 to \$39506
Untrained Creche Staff	03/1 to 03/7 \$25449 to \$33814.

2 (b) Rates of Pay Casual Employees(Inclusive of 20% Loading)

Position	Hourly Rate of Pay
Lifeguard	\$15.39
Shift Manager	\$17.26
Receptionist	\$15.39
Aqua Aerobics Instructor	\$29.29 (sessional)
Exercise Walkers	\$29.29 (sessional)
Gym Instructors	\$15.39
Swim Instructor/ Education officer	\$15.39
Swim Coach- Level 1	\$15.39
Swim Coach- Level 2	\$15.39
Swim Program Administrator	\$16.71
Trained Creche Staff	\$18.79
Untrained Creche Staff	\$15.39
Holiday Program Leader	\$15.39
Birthday Party Leader	\$15.39



Appendix 10.

Glossary of terms

Agreement; The Warringah Aquatic Centre Enterprise Agreement.

Award; The Local Government (State) Award 1997.

Base rate; The minimum entry level rate for a position.

Casual employees. An employee of Council who is employed on a day to day basis.

Council.; Warringah Council;

Standard Hourly Rate; The agreed hourly rate for an individual for their normal working hours.

WAC; Warringah Aquatic Centre.



SIGNATORIES

Dated this 6.....day of AUGUST.....1999

**SIGNED for and on behalf of
WARRINGAH COUNCIL**


.....
GENERAL MANAGER


.....
WITNESS

**SIGNED for and on behalf of
THE FEDERATED MUNICIPAL
AND SHIRE COUNCIL EMPLOYEES'
UNION OF AUSTRALIA,
NEW SOUTH WALES DIVISION**


.....
GENERAL SECRETARY


.....
WITNESS

