

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/83

TITLE: Blacktown City Council Enterprise Agreement 1998

I.R.C. NO: 98/6749

DATE APPROVED/COMMENCEMENT: 11 January 1999

TERM: 3 years

**NEW AGREEMENT OR
VARIATION:** New

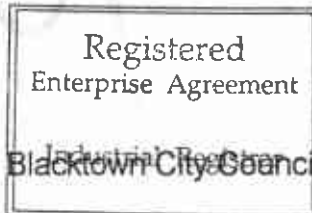
GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 59

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees employed at Blacktown City Council



PARTIES: Blacktown City Council -&- Australian Services Union of N.S.W., Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division, The Environmental Health and Building Surveyors' Association of New South Wales, The Local Government Engineers' Association of New South Wales

BLACKTOWN CITY COUNCIL

ENTERPRISE AGREEMENT

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SECTION 2: PREAMBLE

2.1 PARTIES BOUND BY AGREEMENT

This Agreement shall be binding upon the Blacktown City Council (hereinafter referred to as "the Council") and The Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division; and The Australian Services Union of New South Wales; and The Local Government Engineers' Association of New South Wales; and The Environmental Health and Building Surveyors' Association of New South Wales (hereinafter referred to as "the unions").

2.2 STATEMENTS OF INTENT

This Agreement seeks to provide adequate conditions, benefits and assurances to sustain a highly motivated workforce, committed to improving the efficiency and effectiveness of the Councils' services.

By exercising principles of goodwill, fairness and equity, the parties will use their best endeavours to meet the needs of customers, sponsors and staff, within available resources.

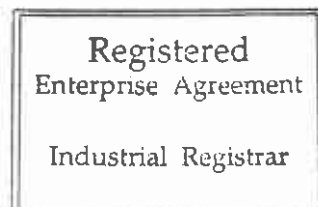
Through a process of consultation and joint commitment to positive reform and continuous improvement, we seek to enhance the profile of both our organisation and employees, within the community and in the industry generally.

Underpinned by a co-operative approach to structural efficiency, we want to achieve more fulfilling and dynamic opportunities, with better rewards for excellence, through work systems which enable greater flexibility in procedures, whilst removing impediments to the range of tasks to be performed.

These aims will be assisted by skill-related career paths, which provide for skills development & multi-skilling, whilst ensuring equity in employment opportunities.

2.3 SCOPE & INCIDENCE OF THE AGREEMENT

Excepting Enterprise Agreements, pursuant to Sections 32 & 35, of Chapter 2, Part 2 of the Industrial Relations Act, 1996 (No.415), this Agreement shall be the basis for regulating partly the conditions and wage rates for employees of the Council and is limited in its application to such persons.



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Initials "ek" at the bottom right.
A small star-like mark at the bottom right corner.

This Agreement replaces and rescinds Industrial Agreements numbered 8214, 8670, and 7519 respectively, whilst applying in conjunction with the 'Local Government (State) Award 1997', or matters arising therefrom, in their application to employees of the Council.

It is jointly acknowledged that variation of the 'Local Government (State) Award 1995', effective from the 11th May, 1995, incorporated a discretionary ability to absorb certain pay increases arising from an enterprise arrangement, received since 29th May 1991, subject to specific conditions. The Council in exercising this prerogative, did so on the basis that it would consult further with the unions concerning the amount absorbed. Also, variations to the Award of May 1995, resulted in inconsistent terms prevailing in current Industrial Agreements, resulting in dispute matter No. 1642 of 1995 before the Industrial Commission of NSW. This Agreement reflects the outcome of fresh negotiations with the unions to address these matters.

2.4 TERM OF THE AGREEMENT

Pursuant to Section 42 of the Industrial Relations Act 1996, the term of this Agreement shall be for a period of three (3) years, operative from the date of its certification.

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SECTION 3: CONSOLIDATION OF COUNCIL AGREEMENT

3.1 (Deleted)

3.2 **DEFINITIONS**

(i) "Industry" shall mean the Local Government Service in any capacity.

(ii) "Service" shall mean continuous service with Blacktown City Council. Continuous service to be defined similarly to the provisions of the Local Government (State) Award, 1997.

3.3 **WORKING HOURS**

Hours of work will be consistent with this Agreement and where applicable as per Flexibility Agreements in force, excepting the following arrangements:-

(a) Employees covered by the Wages Division of the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division, the following to apply:-

(i) All employees, other than by agreement or custom and practice, will commence at Council's Depot in Station Street, Rooty Hill.

(ii) Unless otherwise directed, the starting time of an ordinary working day will be 6.55am and employees cease work at times as locally agreed in conjunction with the "9 Day Fortnight" working period and if they so desire will be transported back to Council's Depot in Council's time.

(iii) Parties agree to leave reserved to progress variations during the terms of the Agreement, notwithstanding that, parties may vary same by local agreement.

(b) Banking time has been converted to working time across Council.



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3.4 TRAVELLING ALLOWANCES

Employees working under the former Municipal and Shire Council Wages Staff Award published on 8th December 1982, (**notwithstanding that custom & practice applying these provisions to existing employees as at date of this agreement will be preserved**), shall receive travelling allowances as follows:-

- (i) Any employee required on any working day to work at a location other than Council's Depot in Station Street, Rooty Hill shall be paid a flat rate of \$2.31 per day to cover travelling time. (**Amount to be varied in accordance with Award, or applicable State Wage case variation**).
- (ii) Employees who commenced employment prior to 17th June 1961 shall if working in Council's Depot in Station Street, Rooty Hill, be paid travelling allowances as prescribed in Subclause (vi) of Clause 8 of the Local Government (State) Award, 1997.
- (iii)
 - (a) Drivers and operators of plant (including graders and mowers) will be paid, in addition to any entitlements to travelling allowance twenty minutes each day at overtime rates to enable the vehicles to be brought back to the Depot after normal working hours.
 - (b) All employees including Leading Hands and Working Gangers who are responsible for the custody and putting away of tools after normal working hours, will be paid a flat rate of one quarter of an hour each day at overtime rates.

Salaried Staff

- (iv)
 - (a) In respect of Salaried Staff, Travelling Allowances shall be paid in accordance with the Award where an employee is required to provide his/her own transport or, alternatively, may be supplied with a vehicle by the Council for which a lease-back fee is payable weekly, such fee to be set from time to time, provided that the Council may give notice in accordance with the Award to vary this as the circumstances warrant.
 - (b) Travelling Allowance at a flat rate of \$2.31 per day to be paid to Plant Foreman and Storekeeper. (**Amount to be varied in accordance with Award, State Wage Case Decisions as applicable**)

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3.5 SPECIAL LEAVE

- (ii) Special leave of two days in any one year with pay shall be granted to an employee with the approval of the General Manager in the case of death or serious injury or sickness of a relative of the employee (as listed below):
 - (a) a spouse of the employee: or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian) parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or defacto spouse of the employee, or
 - (d) a same sex partner who lives with the employee as the defacto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph;
 - (1) "relative" means a person related by blood, marriage or affinity;
 - (2) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (3) "household" means a family group living in the same domestic dwelling.
- (ii) A statutory declaration under the Public Oaths Act or Doctor's Certificate or a statement in a newspaper shall be deemed as sufficient proof that the leave is necessary.
- (iii) Where an employee has urgent personal business he may be granted one half day's special leave with pay subject to the approval of the General Manager.
- (iv) Employees shall be entitled to Special Leave with pay up to four (4) hours to attend funerals of workmates, the number of persons to attend on such occasions be at the discretion of the General Manager.

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3.6 LONG SERVICE LEAVE

- (i) The Award provisions for long service leave shall apply and any public holidays falling during an employee's period of Long Service Leave shall be added to that leave.
- (ii) For the purpose of eligibility for payment of Pro-rata Long Service Leave under the various local government Awards, service will be deemed to include all service with the Council.

3.7 CHRISTMAS & OTHER LEAVE

- (i) All employees shall in addition to their normal annual holidays whether granted pursuant to an Award, Agreement or contract of employment, be entitled to three days on full pay between Boxing Day and New Year's Day each year.

Employees who are on leave or who are required to work during this period shall be entitled to receive the extra three days as leave in lieu.

3.8 SERVICE PAYMENTS

- (i) Employees engaged prior to the date of registration of this agreement, in addition to the minimum rates of wages prescribed by the said Award or any Award varying or replacing the same, the Council shall pay as wages to:
 - (a) Each existing employee who has completed or who, subsequent to the date of making of Agreement No. 7045 and who completes six month's service, shall be paid the sum of one dollar per week.
 - (b) Each existing employee who has completed or who, subsequent to the date of making the above Agreement, completes twelve months service, shall be paid the sum of one dollar per week above the rate prescribed in subclause (a) of this clause.
 - (c) Each existing employee who has completed or who, subsequent to the date of making the above Agreement, completed two years service, shall be paid the sum of one dollar per week above the rates prescribed in subclause (a) and (b) of this clause.
 - (d) Each existing employee who has completed or who, subsequent to the date of making the above Agreement, completed five years service, shall be paid the sum of one dollar per week above the rates prescribed in subclause (a), (b) and (c) of this clause.

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- (e) The provisions of paragraphs (i) (a), (b), (c) and (d) of this clause shall not apply to employees employed after the date of signing this agreement.
- (ii) An over award payment shall be made of \$1.50 per week commencing from year 1982, an additional 50 cents per week for the next year and \$2 per week each year of satisfactory service thereafter reaching \$10.00 after six years then an additional amount of \$1.00 per week after ten years service, for each year of satisfactory service for the next five years reaching a maximum of \$15.00 at fifteen years of satisfactory service; subject, however to such payments being indexed in accordance with C.P.I. variations each year commencing from year 1982.

i.e., 1982 - \$1.50 per week (i.e. first year of service)
 - \$2.00 per week for next year of service
 then up to 6 years - increasing at a rate of \$2.00 per week per year up to a maximum of \$10.00 per week.
 6 to 10 years - no increase
 10 to 15 years - An extra \$1.00 per week per year in Addition to the above building up to an maximum of \$15.00 per week at year 15.

But subject to C.P.I. Indexation. (Base year 1982)

This Subclause shall apply to all employees engaged prior to the date of signing this agreement.

- (iii) Employees engaged prior to the signing of this agreement and continuously employed thereafter, shall be entitled to the option of \$9 per week in addition to the entitlements of the former, or new salary systems, whichever provides the best result, **or alternatively** the provisions of Clause 3.17, part 3.17.1, sub clause (vi).
- (iv) All payment due under this clause shall be applied for all purposes e.g. overtime etc.

3.9 DISPUTES

In respect of employees working under the Local Government (State) Award, 1997 the Unions/Associations agree to a cooling off period of seven (7) days before withdrawing labour from Council's activities/services. Any dispute arising shall in the first instance be referred to the General Manager and or the relevant Director and Secretary of the Union concerned. In the event of their failing to agree on a resolution to the dispute, the matter then be referred to a Conciliation Commissioner for the Industry. This shall not be taken to interfere with the right of either party to proceed for a penalty for breach of this Agreement.



3.10 UNION MEETINGS - OUTDOOR STAFF (AND INDOOR STAFF SEPARATELY)

In addition to the Annual General Meeting being a paid meeting, a half yearly meeting will be paid for at the rate of half pay.

3.11 APPOINTMENTS AND PROMOTIONS

- (i) All vacant positions shall be advertised internally by notice on staff notice boards to be erected in each Directorate, or Depots.
- (ii) Where possible and/or practicable, all positions shall be open to both males and females.

3.12 GRATUITY

A gratuity will be paid upon the resignation of an employee after having 10 years satisfactory service. Amount of gratuity to be paid at \$40 per year. This is to be applied in conjunction with Council's existing policy on Gratuities.

3.13 AIR CONDITIONING - PLANT ITEMS & TRUCKS

Air conditioning units will be fitted to plant items and trucks when replacement of items takes place and where enclosed cabins are available.

3.14 STUDY LEAVE

Entitlements shall be in accordance with Council's Policy.

Up to four (4) hours leave with pay each week may be approved by the General Manager subject to the applicant complying with the following requirements;

- (i) The application is for the purpose of attending a Certificated course or Tertiary Qualification at a Technical College or College of Advanced Education or University. Such Course to be directly related to their then present occupation.
- (ii) Clause 3.14(i) shall also apply to indentured apprentices, qualified tradesmen, and Trainee Health Surveyors.
- (iii) The application is for a Tertiary Course being conducted by an education establishment under the Department of Education or allied thereto or a recognised University or College of Advanced Education and must be related to the position the employee holds with Council.



- (iv) Where leave in excess of four (4) hours is required to attend lectures during normal working hours, such additional time shall be taken in accordance with "Flexi time" hours.
- (v) All time required to attend examinations of the approved Course shall be granted as leave with pay. Further, if the examination is in the afternoon or evening, the morning or the afternoon respectively, before such examination shall be granted as Leave with Pay.

3.15 PROTECTIVE CLOTHING

- (i) Protective Clothing for safety reasons will be supplied to employees based upon recommendations of the Workplace Safety Committee.
- (ii) Special protective gloves will be provided, where necessary in accordance with OH&S practices.

3.16 CLOTHING - OUTDOOR STAFF

- (i) Jackets of an approved type, or alternatively two sloppy joes, as trialed, being substituted for the jacket issue, will be provided to all employees covered by the Wages Division of the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division and to their outdoor supervisory staff under this Agreement on the basis of one (1) jacket every three (3) years.
- (ii) Supervisory staff referred to above will also be issued with suitable work clothing on the same basis as Wages staff employees engaged under this Agreement.



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3.17 SAVINGS & TRANSITIONAL ARRANGEMENTS

3.17.1 Sick Leave Terms (Preserved)

- (i) The following provisions of this Subclause shall apply to all employees who commenced with Blacktown City Council prior to 9th October, 1978:
- (a) An employee with 3 months service in the industry, who is unable due to sickness, to attend for duty and subject to the Council being satisfied that the sickness is such that it justifies time off and does not arise from serious misconduct, shall be entitled during each year of service to sick leave of one week on full pay and one week on half pay provided that after ten years service in the industry he shall be entitled during each year of service to two weeks on full pay and two weeks on half pay.
 - (b) Sick leave under 3.17.1 (i)(a) not taken shall be cumulative from the first day of January 1945, or from the date of commencement with the Council, whichever is the later.
 - (c) In addition to the sick pay prescribed in Clause 3.17.1 (i) (a) an employee with one years' service with Council, but less than ten years service shall be entitled during each year of service with Council to an additional two (2) weeks' sick leave on full pay up to and including 10 years service and after 10 years, three (3) weeks on full pay; provided that sub-para (c) shall apply to all employees of Council as of 9th October, 1978 and the sick leave provision of the Award shall apply to all persons appointed by Council after 9th October, 1978.
 - (d) Sick leave provided in Clause 3.17.1 (i) (c) not taken shall be cumulative.
- (ii) Until the 15th February 1993 entitlements accrued and were payable to all employees on the following basis:-
- (a) Where the services of an employee are terminated because of retirement, or resignation, or for any reason other than serious misconduct such employee shall be paid in accordance with the following scale:
 - (1) On completion of three (3) years service such employee shall be entitled to 25% of the monetary equivalent of all untaken sick leave accrued during service with the Council.
 - (2) On completion of at least five (5) years service such



employee shall be entitled to receive 50% of the untaken sick leave accrued during service with the Council.

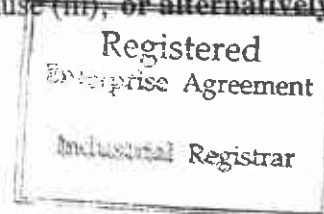
- (3) On completion of at least eight (8) years service such employee shall be entitled to receive 75% of the untaken sick leave accrued during service with the Council.
- (4) On completion of at least ten (10) years service such employee shall be entitled to receive 100% of the untaken sick leave accrued during service with the Council.

Provided that in respect of an employee of Council as of 15th December 1982 after having 12 months service with the Council and their services are terminated by Council for any reason other than serious misconduct or upon their retirement or death shall be paid for untaken sick leave on a 75% basis of leave not taken.

In the event of the death of an employee, the monetary value of any sick leave standing to their credit under this Agreement, shall be paid to such persons dependents as may be designated by written authority lodged with the Council by the employee; or where no authority has been lodged, their legal representative shall be paid the cash value of all accumulated untaken sick leave.

In the event of the termination of service of an employee on account of ill-health and the Council is satisfied that such ill-health renders the employee unable in the future to perform the duties of their appointed classification, such termination shall not be effected earlier than the date on which the employee's credit of leave at full pay to which such employee would be entitled under this Agreement.

- (iii) If a prescribed holiday occurs during an employee's period of absence because of sickness, such award holiday shall not be counted as sick leave.
- (iv) Where an employee has accumulated untaken sick leave with the Council by which he was employed before that persons present employment, such employee shall be credited with such accumulated untaken sick leave calculated in accordance with the terms prescribed of not more than thirteen weeks. But in the event of retirement or resignation etc in accordance with paragraph 3.17.1 (ii)(a) no payment for the leave credited or any balance thereof under this paragraph will be made.
- (v) An employee being an Ex-Serviceman required by the Repatriation Department to attend Concord Repatriation Hospital or at Grace Building, or visiting a doctor of own choice, shall be granted up to ten (10) days special leave with pay per annum.
- (vi) Employees engaged at the date of certification of this agreement, shall have the option of the benefits of Clause 3.8, Sub Clause (iii), ~~or alternatively~~ the cash-



out of 50% of any untaken award sick leave entitlement accruing and not taken after the date of agreement, payable on exit from Council in satisfactory circumstances, with 1 years service from date of agreement. Sick leave debits will be made against entitlements accruing after the date of agreement in the first instance.

3.17.2 Supervisors and Works Foreman

(i) All existing Supervisors who operate under a 38 hour week covered by the Local Government (State) Award, 1997 (Supervisors, all foreman, Superintendents, Storekeepers, etc.) be paid the same Service Allowance given to the Wages Staff under the Agreement (Clause 3.8(i) (a) to (e) inclusive and Clause 3.8(ii), as well as, 3.8 (iii) and (iv). This clause to take effect from the date indicated in the first paragraph of the new Agreement or 1st January, 1982 whichever comes first, and all prior continuous service with Council regardless of the position held previously to be taken into account in determining the actual weekly allowance. (See Clause 3.8).

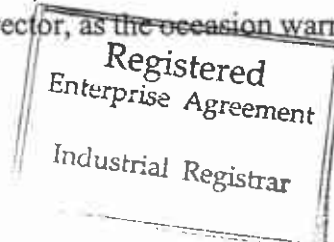
(ii) After each 5 years satisfactory, for each Supervisors appointed at the date of certification of this Agreement (designated as working a 38 hour under the Local Government (State) Award, 1997 Award) in this Council, a report be presented to Council concerning advancement or otherwise to the next Grade under the classification, excluding Works Foreman Grade 4 who will advance to the former Overseer Grade 3 , 1st year and thence through that classification, after each 5 years service as a supervisor in this Council , the difference between the last two Grades of the former Overseer classification. This "grade" shall be separate to the annual review system of promotion which is due to work excellence.

3.18 RETIREMENT OF SERVANTS

Where a Servant of Council is due to retire during the period 1st January to 30th June in any year he/she be granted an extension of service to permit retirement after 30th June of that year should he/she so desire.

3.19 PROMOTION OF BLACKTOWN

An amount of \$2,500 be provided in the Estimates of Income and Expenditure each year for the purpose of promoting Blacktown City Council area, this amount to be available for use for such purpose by General Manager and, or Director, as the occasion warrants.



3.20 TERM OF AGREEMENT

(the date of ratification by the Commission)

This agreement shall take effect from ~~this~~..... day of..... and remain in force for a period of three years, ~~until~~.....

3.21 LEAVE RESERVED

Leave is reserved to continue Flexibility Agreement discussions in other areas of Council.

Attachments to this agreement:

- (i) Schedule 1 ' Parks & Reserves Grass Cutting Flexibility Agreement'
- (ii) Schedule 2 ' Mechanical Workshops Flexibility Agreement'
- (iii) Schedule 3 ' Domestic Garbage Service Flexibility Agreement'
- (iv) Schedule 4 ' WSS, Street Cleaning Week-end Work Flexibility Agreement.
- (v) Schedule 5 ' Managerial Staff Agreement'
- (vi) Schedule 6 ' MBM - Cleaning Staff Flexibility Agreement'
- (vii) Schedule 7 ' Rooty Hill Depot Main Store Council Agreement'
- ~~(viii) Schedule 8 ' Animal Pound Flexibility Agreement'~~
- (ix) Schedule 9 ' Painters - Flexibility Agreement'
- (x) Schedule 10 'COASA -Flexibility Agreement'



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IN WITNESS WHEREOF the parties hereunto affix their Seal and set their hands on the day and year above written.

THE COMMON SEAL of the Council of the City of Blacktown was hereunto affixed in accordance with a resolution of the Council in the presence of the Mayor and General Manager whose signatures appear opposite hereto.

) *[Signature]*
).....
) MAYOR
)
) *[Signature]*
).....
) GENERAL MANAGER

SIGNED for and on behalf of the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division, by the General Secretary of the said Union in the presence of:

) *[Signature]*
).....
 Acting) GENERAL SECRETARY
)
) *[Signature]*
).....
) WITNESS



Enterprise Agreement

SIGNED for and on behalf of the Local Government Engineers' Association of New South Wales by the Secretary of the said Association, in the presence of:

) *[Signature]*
).....
) SECRETARY
) *[Signature]*
).....
) WITNESS

SIGNED for and on behalf of the Environmental Health and Building Surveyors' Association of New South Wales by the Secretary of the said Association, in the presence of:

) *[Signature]*
).....
) SECRETARY
) *[Signature]*
).....
) WITNESS



SIGNED for and on
Behalf of the Australian
Services Union of NSW

Alison Peters
BRANCH SECRETARY.

In the presence of:-

Alison M. Peters JP

Registered
Enterprise Agreement
Industrial Registrar

SCHEDULE 1
BLACKTOWN CITY COUNCIL
PARKS AND RESERVES
GRASS CUTTING STAFF
FLEXIBILITY AGREEMENT

1. TITLE

This Agreement shall be titled the Blacktown City Council, Parks and Reserves Section, Grass Cutting Staff, Flexibility Agreement.

2. PARTIES BOUND

The Employer is Blacktown City Council and its employees, with the Municipal Employees Union representing members employed by the employer.

3. PREAMBLE

For Council staff to achieve competitiveness in the functions of grass cutting/lawn mowing, greater flexibility is required in the conditions and systems of work to include production and productivity.

The parties acknowledged that the work environment and seasonal nature are factors which warrant special, innovative and more efficient work practices.

The Agreement applies to those positions designated in Appendix A hereto.

4. RELATIONSHIP TO THE INDUSTRY AWARD

The terms and conditions of the Local Government (State) Award 1997 prevails, except where inconsistent with this Agreement.

For the life of this Agreement, Award, or State Wage Case decisions applicable to other personnel in Council, will flow on in accordance with the principles of such decisions.

5. TERM OF AGREEMENT

The term of this Agreement is for a period of two years, dating from ~~this~~ *the date of ratification*
day of 1998. *by the Commission*



6. WORK TO BE PERFORMED

It is agreed that this agreement will apply to personnel engaged as per Appendix A on the activities detailed within Appendix B (which may be amended from time to time by agreement) to this Agreement.

7. DEFINITIONS

For the purposes of this Agreement, the term Growth Season is defined as the period from mid/late September to April comprising a total of 24 weeks minimum. The exact dates for this commencement and conclusion of the growth season for the purposes of this agreement will be determined by the parties.

8. PLANT AND EQUIPMENT

It is agreed that the appropriate quantity, type and quality of plant and equipment will be made available by Council to perform the work covered by this Agreement. Older plant and equipment will be replaced as soon as possible and the users of the equipment will be consulted prior to purchase.

9. CHANGING WORK PRACTICES

The seasonal nature of grass cutting lends itself to a revision of work practices and conditions of employment. The parties to this agreement acknowledge that the work practices and conditions of employment specified within this agreement are specific to performing the work detail within this agreement. All parties further acknowledge that the change to work practices and conditions of employment contained in this agreement may not necessarily be the most efficient in other work areas of Council and as such, there will be no arbitrary extension of these practices to other areas of Council.

10. SPREAD OF HOURS

The ordinary hours of work for all employees covered by this Agreement shall be worked Monday to Friday inclusive and shall not exceed 9.5 hours in any one day exclusive of unpaid meal breaks. One extra hour of work is accrued and additional hours over and above that shall be paid at normal overtime rates or as elsewhere provided in this Agreement.



11. HOURS OF WORK

The hours of work during the growth season are to provide 9 hours additional work over a 9 day period. The current 9 day fortnight is to remain, together with the 30 minute earlier finish on Thursday to account for banking time. Hours each day will be as follows:-

WEEK 1

Monday	6.30am - 4.00pm	½ hour lunch	=	9 hrs
Tuesday	6.25am - 4.30pm	½ hour lunch	=	9 hrs 35 min
Wednesday	6.25am - 4.30pm	½ hour lunch	=	9 hrs 35 min
Thursday	6.25am - 3.40pm	½ hour lunch	=	8 hrs 45 min
Friday	6.25am - 4.30pm	½ hour lunch	=	9 hrs 35 min
				+ 30 min
		TOTAL	=	46.5 hrs
		Total Week 1	=	47.00 hrs

WEEK 2

Monday	RDO			
Tuesday	6.25am - 4.30pm	½ hour lunch	=	9 hrs 35 min
Wednesday	6.25am - 4.30pm	½ hour lunch	=	9 hrs 35 min
Thursday	6.25am - 3.40pm	½ hour lunch	=	8 hrs 45 min
Friday	6.25am - 4.30pm	½ hour lunch	=	9 hrs 35 min
				+ 30 min
		TOTAL	=	38.0 hrs
		Total Hours Worked for 2 Week Period	=	85.00 hrs
		Total Hours Accrued for the 9 days	=	9.0 hrs

Hours of work in the non growth season are to be standard hours.

12. RETURN OF PLANT

The foregoing hours, are exclusive of return of plant time.



13. DOWN TIME - WET WEATHER/PLANT FAILURE (Growth Season only)

When staff engaged on the duties covered by this Agreement are unable to commence work due to wet weather conditions prevailing, or plant failure they be given the option to clear accumulated time or work. Where practicable staff can be given option to work on their rostered day off to achieve production levels lost as a result of wet weather and maintain accrued time. Overtime shall not apply in this case. Any other additional time required to be worked will be at standard overtime rates in accordance with the Award, or leave in lieu at the current standard overtime rates at the employee's discretion.

In the event that staff commenced work on a day and are prevented from continuing due to inclement weather, or prevailing conditions or plant failure, the staff shall continue with P&R flexibility work, performing any task within the range of their skills, experience, knowledge and training upon direction of their supervisor on that day.

P&R Flexibility working may only be suspended in extenuating circumstances, with 24 hours notice to such employees. P&R Working can be restored immediately, but if an employee requires 24 hours notice of resuming such work, this will be approved.

In the event of P&R Flexibility work being suspended by management, at the employee's discretion, they will be provided with the opportunity to make this up, but not later than the 31st March each year.

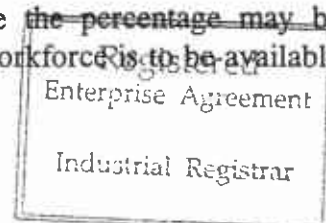
14. ACCUMULATION OF TIME IN LIEU

Personnel covered by this Agreement shall work 9 hours additional over a 9 day period as outlined earlier in this Agreement, and those additional hours shall accumulate as time in lieu and over a 24 week period shall accrue to a total of 108 hours less that time not accrued for public holidays, leave taken and wet days.

Details of such hours accrued shall be detailed on the pay envelopes of the personnel concerned, including Concessional Leave percentage.

15. UTILISATION OF TIME IN LIEU, ANNUAL LEAVE AND LONG SERVICE LEAVE

All staff covered by this Agreement are to clear all accumulated time in lieu during the non growth season. Such leave is to be taken on a roster basis approved by the relevant supervisor. In regard to annual leave and long service leave, a limit of 10% of workforce as per Appendix A will be permitted to take such leave at any one time during the growth season. i.e. only 10% of the workforce are to be on annual leave or long service leave at any one time during the growth season. (N.B. Excepting the two week break incorporating Christmas and New Year each year in which case ~~the percentage may be varied by agreement up to 20%~~). A minimum of 50% of the workforce ~~is to be available~~ for duty at any time during the off season.



16. PERIODS OF EXTENDED LEAVE

During periods of extended leave of personnel covered by this Agreement, appropriate arrangements will be made for the employment of a temporary employee recruited in accordance with Council's existing practices. The decision as to whether an employee shall be appointed temporarily shall remain the decision of management.

17. PERIODS OF SHORT ABSENCES

Filling of short term absences will be at the discretion of management and will be by way of replacement by another employee drawn from existing Council staff with volunteers being sought initially from the Parks & Reserves staff. When existing members of staff perform work covered by this Agreement on a short term basis it is expected that they work the same hours as the remainder of the work group and the additional hours so worked will be accrued and taken as time in lieu at a later date.

18. CONCESSIONAL LEAVE

It is agreed that concessional leave shall accrue for clearance at the rate of 22.5% of the hours worked as accrued time for clearance in the off season.

In extenuating circumstances, with prior notice, the Supervisor can approve requests for the clearance of P&R leave for minimum periods of four hours.

Subject to the approval of management, where formal requests for consideration of special circumstances are made, some carry-over of concessional leave from one year to the next may be allowed. There will be limitations on the amount to be carried forward.

Remuneration for each days concessional leave cleared shall be the same as for a normal day worked, with payment being entered as Work Earnings Maintenance Adjustment.

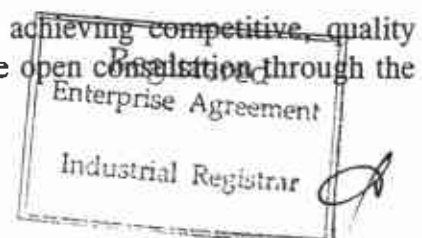
19. ESTABLISHMENT OF SATELLITE DEPOTS

The parties to this Agreement agree to enter into meaningful discussions during the term of this agreement for the possible establishment of small satellite depots located throughout the City to generally improve productivity by the reduction in travelling time to and from respective jobs.

Leave is Reserved for the parties to progress negotiation to establish other depots located throughout the City for the deployment of personnel.

20. CONSULTATION PROCESS

The parties to this agreement are genuinely committed to achieving competitive, quality services. The cornerstone to this objective will be adequate open consultation through the following procedure:-



1. At least quarterly, an agenda will be prepared with seven days notice, identifying associated issues and grievances for discussion with line management.

These matters will then be considered at a meeting between the Manager, for this function, the Supervisor, an employee representative and the Union Delegate.

Summary minutes of the meeting are to be kept, indicating action taken, or proposed. A copy of these will be forwarded to the Director, Community Services.

2. Any matter requiring new, or revised policy, shall be immediately referred to the Director, following consultation at the local level.

Such matters shall be attended to with reasonable expedience.


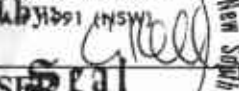
3. Management will observe a minimum of 4 weeks notice, unless otherwise agreed, for any major negotiated amendment, or significant new course of action with respect to this Agreement.

4. For their part, the Union and employees agree there shall be no cessation of work, except in the case of bona fide safety matters necessitating attention, without giving seven days notice of any problem/s and taking up an offer to meet with management.



5. All parties are free to exercise their rights under the award with respect to disputes.

Signed for and on behalf of the
Federated Municipal and Shire Council
Employees' Union of Australia
New South Wales Branch

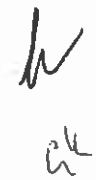
Signed for and on behalf of
Blacktown City Council

Acting

 GENERAL SECRETARY (Elect)
 Pursuant to the
 Industrial Relations
 Act 1991 (NSW)
 Witnessed by

 ORGANISER




 MAYOR

 GENERAL MANAGER

Registered
 Enterprise Agreement
 Industrial Registrar



SCHEDULE 2

BLACKTOWN CITY COUNCIL

**MECHANICAL WORKSHOPS
FLEXIBILITY AGREEMENT**

1. TITLE

This Agreement shall be titled the Blacktown City Council, Mechanical Workshops Flexibility Agreement.

2. PARTIES BOUND

The Employer is Blacktown City Council and its employees, with the Municipal Employees Union representing members employed by the employer.

3. PREAMBLE

For Council staff to achieve improved efficiency and productivity, greater flexibility is required in the conditions and systems of work, specifically involving changes in the spread of ordinary hours of work.

The parties acknowledged that there was a need for special, innovative and more efficient work practices.

The Agreement applies to all workshop shift staff (Workshop Supervisors, Workshop Supply Officers, Motor Mechanics and other workshop staff, but generally excepting Apprentices).

4. RELATIONSHIP TO PARENT AWARD

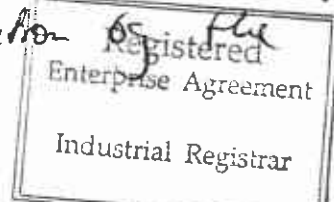
The terms and conditions of the Local Government State Award prevail, except where inconsistent with this Agreement.

For the life of this Agreement, State Wage Case decisions will flow on in accordance with the principles of such decisions.

5. TERM OF AGREEMENT

The term of this Agreement is for a period of 2 years, dating from this day

of 1998. *the date of ratification
Commission,*



6. SPREAD OF HOURS

The ordinary hours of work for all employees covered by this Agreement shall be worked between the hours of 5am and 10.30pm Monday to Friday.

7. HOURS OF WORK

- (a) Morning Shift Monday to Thursday 5.00am to 2.00pm
 Friday 5.00am to 1.30pm
- (b) Evening Shift Monday to Wednesday 1.30pm to 10.30pm
 Thursdays 1.30pm to 9.30pm*
 Friday RDO

* Banking time to be taken at 1 hour per fortnight instead of half an hour per week.

- (c) Fridays - at least two shift mechanics and the rostered Workshop Supply Officers to be available to work between the hours of 1.30pm and 4.30pm every Friday at overtime rates until such time as new employees fill the later "Friday shift" i.e. new hours 8.00am to 4.30pm (maximum three persons per late shift).
- (d) In the first three months, individual requests for transfer out will be dealt with on the merits of the case, on the understanding that the rate of pay for the position applied for will prevail.

8. MEAL BREAKS

Paid meal breaks will be replaced by unpaid meal breaks, however, the value of the paid meal break (20 minutes) will be added to respective base rates of shift staff.

9. EARLY START UP (GARBAGE)

Early start-ups will continue to be paid at overtime rates (between garbage start up times and 5.00am).

10. SHIFT ALLOWANCE

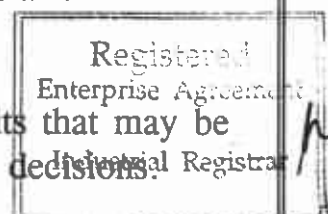
The average weekly shift allowance (\$54.72) will be incorporated into the respective base rates of all shift staff.

11. WAGE ADJUSTMENT

An additional 5% was applied on the new base rate for all shift staff.

12. ENTERPRISE AGREEMENTS

The above increases are separate and distinct from any benefits that may be realised from present enterprise agreement negotiations or wage decisions.



13. STAFF TRANSFER

Staff identified as not being in a position to change to the new workshop hours could transfer to the vacant positions in Road Maintenance Section, as at date of original agreement.

14. SUMMARY OF NEW RENUMERATION PACKAGE

(a) Current Base Rate + Average Weekly Shift Allowance + 20 minutes
+ 5% of the above

PLUS

(b) Service Allowance as presently paid.

(Sewer choke allowances will continue to be paid where applicable)

15. WORK PRACTICES

The parties to this Agreement are committed to improving efficiency and productivity and will continue to review work practices with a view to maximising the benefits to Council and its customers. We aim to do this through full consultation.

As an interim measure, pending review, custom and practice will be observed with respect to general work practices.

15.A. PUBLIC HOLIDAYS

Consistent with custom and practice, when management requires and Mechanical Workshop employees agree to work on Public Holidays:

15.A.1. On Christmas Day and Good Friday, nominated employees will work to completion of normal daily support to enable garbage services fleet operation the following day, with payment for 8 hours at time and a half in addition to ordinary time payment.

15.A.2. On other Public Holidays, nominated employees will be offered 8 hours work, with payment for time worked at time and a half in addition to ordinary time payment.

Subject to adequate arrangements being made to complete priority work, the supervisor and nominated employees may agree collectively to work and be paid for less than 8 hours at time and a half in addition to ordinary hours. However, a minimum of 4 hours must be worked.

Enterprise Agreement
Industrial Registrar

16 APPRENTICES

Where practicable, an Apprentice may work the alternating shifts provided for in this agreement.

Apprentices so working, will be paid an allowance of 5% of their daily rate of pay, for each ordinary shift worked (excluding service payments).

16. CONSULTATION PROCESS

The parties to this agreement are genuinely committed to achieving competitive, quality services. The cornerstone to this objective will be adequate open consultation through the following procedure:-

1. At least quarterly, an agenda will be prepared with seven days notice, identifying associated issues and grievances for discussion with line management.

These matters will then be considered at a meeting between the Manager, for this function, the Overseer, an employee representative and the Union Delegate.

Summary minutes of the meeting are to be kept, indicating action taken, or proposed. A copy of these will be forwarded to the Director, ~~Community Services~~. *Technical & Transport Services.*

2. Any matter requiring new, or revised policy, shall be immediately referred to the Director, following consultation at the local level.

Such matters shall be attended to with reasonable expedience.

3. Management will observe a minimum of 4 weeks notice, unless otherwise agreed, for any major negotiated amendment, or significant new course of action with respect to this Agreement.
4. For their part, the Union and employees agree there shall be no cessation of work, except in the case of bona fide safety matters necessitating attention, without giving seven days notice of any problem/s and taking up an offer to meet with management.
5. All parties are free to exercise their rights under the award with respect to disputes.



Signed for and on behalf of the
Federated Municipal and Shire Council
Employees' Union of Australia,
New South Wales Branch

Signed for and behalf of
Blacktown City Council

S. Terrell
Acting GENERAL SECRETARY (Elect)

[Signature]
MAYOR

Witnessed by:



ORGANISER

[Signature]
GENERAL MANAGER

Registered
Enterprise Agreement
Industrial Registrar

[Handwritten marks]

SCHEDULE 3

BLACKTOWN CITY COUNCIL

DOMESTIC GARBAGE SERVICES

FLEXIBILITY AGREEMENT

1. TITLE

This agreement shall be titled the Blacktown City Council, Domestic Garbage Services, Flexibility Agreement.

2. PARTIES BOUND

The Employer is Blacktown City Council and the Union is the Federated Municipal Employees Union NSW Branch, representing members employed by the employer.

3. PREAMBLE

For Council to improve its competitiveness the parties agreed that greater flexibility was required in the conditions and systems of work aimed at improving production and productivity, whilst maintaining efficient and effective customer service standards.

4. RELATIONSHIP TO THE INDUSTRY AWARD

The terms and conditions of the Local Government (State) Award 1997 prevail, except where inconsistent with this Agreement.

For the life of this Agreement, Award, or State Wage Case decisions applicable to other personnel in Council will flow-on in accordance with the principles of such decisions.

5. TERM OF AGREEMENT

The term of this Agreement is for a period of two years, dating from this.....day of.....1998..... the date

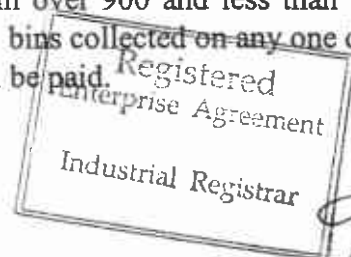
of ratification by the Commission



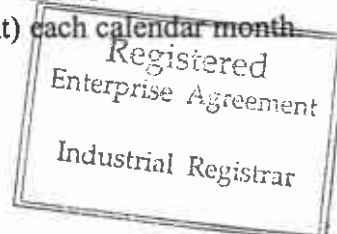
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6. SCOPE & TERMS OF AGREEMENT

- 6.1 This agreement shall operate for persons engaged in the collection of domestic garbage and shall be read in conjunction with Council's Industrial/Enterprise Agreement and the Local Government (State) Award, 1997. This agreement replaces any previous agreement made in relation to Council's domestic garbage service.
- 6.2 All work is to be undertaken in accordance with Council's "Safety Rules and Procedures - Garbage Collection Service", as may be varied from time to time.
- 6.3 All drivers are to adhere to the requirements of the Roads and Traffic Authority, in particular heavy vehicle requirements. RTA handbooks are available at all times in the Garbage Supervisor's office.
- 6.4 The disputes settlement procedure as set out in the Local Government (State) Award, 1995, will be adhered to.
- 6.5 The standard working week will be Monday to Friday and payment will be based on an eight (8) hour day and a nineteen (19) day month. A rostered day off will taken once every four weeks. For any new employees this rostered day may not necessarily fall on Monday or Friday. Rostered days off can only be varied by prior mutual agreement with the garbage supervisor. It is agreed that duties have ceased when normal assigned work has been completed to the satisfaction of the garbage supervisor.
- 6.6 Where vehicles are not available for employees to carry out their normal duties, such employees may be assigned alternative duties as determined by the garbage supervisor. Duties are to be restricted to garbage service activities such as driving vehicles, bin deliveries, spillage removal and service investigations.
- 6.7 It is agreed that in the case of automated side loading vehicles that each driver will collect a minimum of 830 bins each day. A productivity payment of twenty cents per bin will be paid for each bin over 780 and less than 831 collected on any one day. For every bin in excess of 830 bins collected on any one day, a productivity payment of twenty-two cents per bin will be paid.
- 6.8 For employees engaged on "shop services" and "rural services" runs, for all bins collected additional to normal workloads, a productivity payment of twenty cents per bin will be paid for each bin less than 51 collected on any one day. For every bin in excess of 50 bins collected on any one day, a productivity payment of twenty-two cents per bin will be paid. Normal workloads for "shop services" and "rural services" runs are set out in appendix 2.
- 6.9 It is agreed that in the case of three person rear loading vehicles that each crew will collect a minimum of 950 bins each day. A productivity payment of twenty cents per bin will be paid to each member of the crew, for each bin over 900 and less than 951 collected on any one day. For every bin in excess of 950 bins collected on any one day, a productivity payment of twenty-two cents per bin will be paid.



- 6.10 It is agreed that the payment of a productivity payment allows for growth so as not to disadvantage any individual.
- 6.11 Annual leave will be paid at the base rate plus average productivity payments for the preceding six months. An example of the method of calculation is set out in Appendix A. All other leave will be paid at the base rate of pay.
- 6.12 All runs will be blocked at a minimum of 830 bins for one person vehicles and 950 bins for three person vehicles. No run will be blocked below the minimum darg. Where after re-blocking a residual number of bins remain, of which the total is below the minimum DARG, these bins will be allocated to other runs for which appropriate productivity payments will be made.
- 6.13 Council reserves the right to "re-block" as may be deemed necessary, in consultation with the garbage consultative committee.
- 6.14 It is agreed that the productivity bonus will be paid in the form of an allowance and incorporates all applicable allowances or penalties.
- 6.15 For casual employees, a loading of twenty per cent, calculated on ordinary hours worked, shall be paid, as set out in Clause 19(iv) of the Local Government (State) Award. This loading is not applicable to productivity payments.
- 6.16 Where productivity is claimed, no overtime is payable. Where the hours of work exceed the standard daily hours or waiting/breakdown time is equal or greater than 1.5 hours, that employee may claim overtime.
- 6.17 Additional collections may be assigned to any employee in addition to the usual workload. Such additional collections will be paid at the agreed productivity rate. The only exception is where half an additional run or more is completed in which case, at the discretion of the employee, overtime can be claimed in lieu of productivity.
- 6.18 Where a number of employees complete a run, in addition to their normal workload, the total claims can not exceed the total number of bins assigned to that run.
- 6.19 Each employee will be required to complete a claim form on a daily basis.
- 6.20 Safety Clothing will be supplied in accordance with Council's clothing policy as may be amended from time to time. The replacement of clothing will be at the discretion of the garbage supervisor.
- 6.21 Supply of footwear will be on the following basis:
* Permanent drivers and runners of three person crews will be issued with one pair of Dunlop KT 26 joggers (or equivalent) each calendar month



- * Casual employees will be supplied with one pair of Dunlop KT 26 joggers which will be replaced on a needs basis.
- * For classified one armed divers, footwear will be upgraded to a safety shoe/boot. Replacement of such footwear will be on needs basis. The type(s) of shoe/boot to be selected in consultation with the Garbage Consultative Committee.

6.22 No vehicle is to commence collections prior to 5:00a.m., except on public holidays where collections may commence at 4:00a.m.

6.23 On public holidays, penalty rates and starting times for Supervisors will be applied on the same basis as for other Domestic Garbage Services personnel.

6.24 Where a bin is unable to be collected due to type, volume or weight of the bin, the employee will place the appropriate notification on the bin and advise the supervisor accordingly.

6.25 Where garbage bins have been spilt prior to, or during service, the employee will replace the contents into the bin and empty the bin accordingly. In cases where this is not possible the garbage supervisor is to be advised immediately.

6.26 Where a bin or bins on a run are rendered inaccessible by parked cars and/or their position, the employee will be required to reposition the bin and empty it accordingly. Appropriate notification will be placed on the bin and/or car involved. If, in a three month period, a driver finds the same bin has been parked in or inappropriately positioned the driver may leave the bin on the following basis:

- * Notification has been left on two previous occasions, within the three months, and these instances recorded by the driver on the daily run sheet.
- * The supervisor is immediately notified that the bin has been left.

6.27 Garbage services personnel will report any hazards observed during their work that may, or has the potential to, create a hazard to persons using public areas within the City.

Signed for and on behalf of the
**Federated and Municipal Shire
 Council Employees Union of
 Australia, New South Wales
 Division:**

S. Terrence

GENERAL SECRETARY

Witnessed by: _____
 Pursuant to the Industrial Relations Act 1991 (NSW)

ORGANISER



Signed for and on behalf of
Blacktown City Council:

[Signature]

MAYOR

[Signature]

GENERAL MANAGER



[Handwritten initials]

SCHEDULE 4

BLACKTOWN CITY COUNCIL WASTE SERVICES SECTION

STREET CLEANING - FLEXIBILITY AGREEMENT

1. TITLE

This Agreement shall be titled the Blacktown City Council, Waste Services Section, Street Cleaning Week-End Work Flexibility Agreement.

2. PARTIES BOUND

The parties bound by this Agreement are the employer Blacktown City Council and the Municipal Employees Union representing members employed by the employer engaged upon the week-end work roster.

3. PREAMBLE

For Council staff to achieve improved efficiency and to derive benefits from greater flexibility in workplace practices, changes in the conditions and systems of work are required.

The parties acknowledged that there was a need for special, innovative and improved work practices.

4. RELATIONSHIP TO THE AWARD.

The terms and conditions of the Local Government (State) Award 1997 prevail, except to the extent of any inconsistency with aspects of this Agreement.

For the life of this Agreement, State Wage Case decisions and Award variations, where applicable generally to other personnel, will flow on in accordance with the principles of such decisions.



This Agreement shall apply in conjunction with any Industrial, or Enterprise Agreement prescribing general conditions for Council's employees. In so far as, the provisions between Christmas and New Year, this agreement preserves all existing rights on the same basis, as for other employees.

5. TERM OF AGREEMENT

The term of this Agreement is for a period of 2 years, dating from this ~~..... day of 1998.~~

the date of ratification by the Commission
The parties may agree to terminate this agreement at any time with four weeks notice; or alternatively by either party with not less than 3 months notice in writing and not earlier than the 1st February, 2000.

6. SPREAD OF HOURS

The ordinary hours of work for employees covered by this Agreement may be arranged between the hours of 3.30am and 8.00pm, Monday to Sunday inclusive, unless otherwise agreed with the employees and their Union.

7. HOURS OF WORK

The parties agreed to a trial operation of new rostering arrangements (contained in attachment 1 herewith) for a period of up to 6 months, with a mid-term review after 3 months and that trial has been completed..

The Agreement provides for nine days work, at nine hours per day, in each fortnight over a cycle of five fortnights (*based upon the understanding that the clean-up truck driver vacancy would and has been filled on the roster and any future vacancies will be filled by appointment to the roster, on the basis that there would be 23 participants initially, covering 24 positions on the roster*).

In addition to other daily work requirements, Street Cleaners can be rostered for a 3.30am start each day Monday to Friday inclusive each week, as well as at other times and work nine (9) hours on each of those days, whilst the week-end work provided for in the roster will commence at 3.30am and finish at 11.30am in full consideration, over the cycle, for the conditions enjoyed by other outdoor employees each Thursday. i.e., the accumulation of banking time as time in lieu to be cleared on rostered week-end work.



8. EARLY STARTS

The custom and practice for shifts commencing at 3.30am & 11.30am Monday to Friday to be paid an hours shift allowance will continue. Full consideration for week-end work contained in the roster has been incorporated into the aggregate pay rate prescribed under this Agreement. Excepting service & travel allowances, no other penalty entitlement will accrue in relation to normal work performed in accordance with the 81 hours work/payment proposed on the agreed roster.

NB: Employees regularly engaged on the early starts, prior to the trial commencing will continue on that work, unless they express a preference to change that arrangement, or for disciplinary reasons it becomes necessary to intervene in that situation. The Supervisor will make arrangements to cover the remaining Early Start requirements.

9. RATE OF PAY

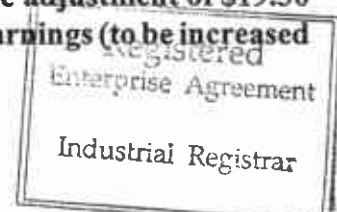
Employees appointed to positions covered by this Agreement and working the week-end roster cycle shall be paid weekly on the basis of a projected average 40.5 hours per week throughout the year.

Employees shall be paid the following base aggregate earnings pay rate for the rostered 40.5 hours work each week. This includes full consideration for the normal program of week-end work averaged over the cycle.

There shall be two rates of pay for such work. The basic competency weekly pay rate for 40.5 hours at the commencement of the agreement is \$593.70 (\$613.00 from 28.10.98) Street Cleaner Flexibility Operator, Level 1; and the advanced competency (eligible, qualified, competent, available and regularly required to carry out all of the skills/functions associated with the flexibility agreement on the basis of the rotating roster) weekly pay rate for 40.5 hours at the commencement of the agreement is \$604.80 (\$624.50 from 28.10.98) Street Cleaner Flexibility Operator, Level 2. Attachment 1 details arrangements for classifying personnel under the agreement. *(Inclusive of 3.5% award variation. These rates to be increased by any future applicable variations to the award generally applicable to other personnel).* These rates apply to the clearance of leave.

NB: The provisions of Clause 13 'Use of Skills' apply in respect of employees required to relieve in a position which is at a higher level within the salary system.

In addition, employees appointed and working under this agreement at the date of the trial commencing shall be paid a flat salary maintenance adjustment of \$19.30 per week to sustain relativity with previous work program earnings (to be increased in accordance with other wage adjustments).



10. SPECIAL CONDITIONS

Employees agree that special conditions apply to week-end work. The terms of the agreement provide for each employee appointed and working under this agreement will cover the working of 260 Saturday and 260 Sunday shifts in each year. Consequently, any roster commitments on week-ends not fulfilled will be required to be made-up by working such day lost, prior to the next rostered turn for week-end work. Seven days notice will be provided of the requirement to make good the time lost. Similarly, approvals for leave arrangements will need to be made on the basis of the requirement to fulfil individual annual week-end work commitments.

An employee will not be required to make-up lost week-end work in cases where this occurs during periods of sickness, or compensable injury absences exceeding 4 weeks.

11. LEAVE ENTITLEMENTS

As at the date of agreement all existing accruals will be paid at the new hourly rate of pay. Future sick/carer's, annual and long service leave entitlements shall be credited and cleared on the basis of an average 40.5 hour week.

12. PUBLIC HOLIDAYS

Employees appointed and working under this agreement shall be entitled to all gazetted holidays for Local Government in the State of New South Wales.

An employee appointed and working under this agreement who is not rostered for work on such holidays, will be credited with a day in lieu, to be cleared at a later time by agreement between the employee and the Supervisor.

Where an employee's roster provides for working on a Public Holiday and subject to the need for the work to be carried out, the employee will work as rostered, unless alternative arrangements can be made with the Supervisor.

Payment for work undertaken on public holidays will be paid in accordance with the Award.



13. OVERTIME

Where an employee is required to work outside the normal rostered shift, any work performed will be paid at overtime rates in accordance with the award, unless there is prior agreement between the Supervisor and the employee to accrue time in lieu for clearance at a later date.

All suitably qualified employees appointed to BCC Waste Services Section - Street Cleaning positions, shall be eligible for consideration in any overtime working.

Overtime rosters will be placed on the noticeboard to provide staff with an indication of when Street Cleaners may be offered overtime.

A Street Cleaner will maintain their place in the overtime listing when they are required for week-end work.

14. OTHER WORKING ARRANGEMENTS

All street cleaning operations will be undertaken in ordinary time unless circumstances warrant otherwise.

15. WORK ATTIRE

Having specific regard for the regular requirement for 3.30am commencing times, track suits will be provided on the basis that they meet occupational health and safety requirements. All other clothing will be provided in accordance with Council policy.

It was agreed that one track suit would be issued at the commencement of the agreement and that a further track suit would be issued prior to April, 1999 and thereafter on a wear and replacement basis.

16. WORK ALTERATIONS

The Supervisor has the discretion to allow staff to swap, change or rotate shifts. As a general rule, a minimum of seven days notice will be required for all applications and the Supervisor will endeavour to fulfil all requests without any obligations. Any agreement to swap shifts does not provide one employee with reciprocal rights over another. In the event of any unresolvable disagreement at the local level an employee may request through the Supervisor a review of the request by the Manager.



17. TRUCK WASHING

The Supervisor shall make adequate arrangements and time for the washing of trucks where considered necessary.

18. CONSULTATION

In line with existing practice significant changes in work processes will be undertaken in consultation and by agreement with members of the street cleaning section.

The parties to this Agreement agree to respond to changing operational requirements through full consultation.

19. TRAINING

Appropriate training will be provided in operational aspects affecting the section on the basis that where training has been provided these skills can be incorporated into operational processes. This includes briefings upon first aid, handling dangerous goods and traffic control.

20. TRANSITIONAL ARRANGEMENTS

Any employee may continue working the current Monday to Friday arrangement subject to:

- (a) This option is only available at the commencement of the agreement.
- (b) Employees cannot opt out of the agreement without changing the week-end work commitments in the roster.
- (c) All vacancies in the Section will be advertised on the basis of working in accordance with this Agreement (including all positions with the Clean-up truck).

*** *****



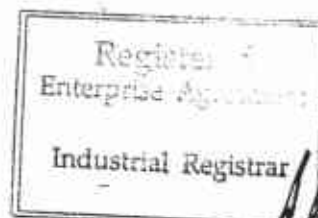
Signed for and on behalf of the
Federated Municipal and Shire Council
Employees Union of Australia,
New South Wales Division

Signed for and on behalf of
Blacktown City Council




MAYOR


GENERAL MANAGER



SCHEDULE 5

BLACKTOWN CITY COUNCIL

MANAGERIAL STAFF AGREEMENT

1. TITLE

This agreement shall be titled the Blacktown City Council, Managerial Staff Agreement.

2. PARTIES BOUND

The parties bound by this agreement are the employer "Blacktown City Council" and its employees engaged as "Managerial Staff" in the Council approved organisation structure and who may be represented in industrial matters by the Federated Municipal and Shire Council Employees Union, New South Wales Branch, or the Local Government Engineers' Association of New South Wales, or the Environmental Health and Building Surveyors' Association of New South Wales.

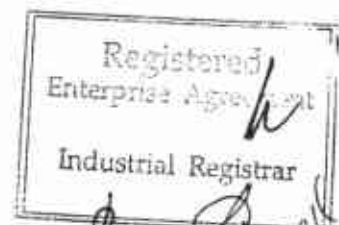
3. PREAMBLE

For Council to improve its competitiveness the parties agreed that changes were required in the conditions and systems of work aimed at improving production and productivity, whilst maintaining efficient and effective customer service standards.

4. RELATIONSHIP TO THE AWARD

The terms and conditions of the Local Government (State) Award 1997 *and Council's Industrial/Enterprise Agreement* prevail, except where inconsistent with this Agreement.

For the life of this Agreement, State Wage Case decisions *and, or* Award variations, *applicable to other personnel*, will flow on to the minimum rates prescribed by Award for the respective band and level for each position in accordance with the principles of such decisions.



5. TERM OF AGREEMENT

The term of this Agreement is for a period of two years, dating from this.....
Day of 1998.

6. SCOPE & TERMS OF AGREEMENT

- 6.1 This agreement shall apply to persons engaged in Managerial positions, directly reporting to a Director, *or to the General Manager*, in the Organisation Structure approved by Council and shall be read in conjunction with Council's Enterprise Agreement and the Local Government (State) Award, 1997. This agreement replaces and rescinds any previous agreement made for such personnel.
- 6.2 Both Clause 14 "Hours of Work" and Clause 15 "Overtime" of the Local Government (State) Award 1997 shall be superseded by the terms of this Agreement. The salaries fixed for these positions are in full consideration for reasonable and specified extraneous commitments for each position, *except as provided for in Clauses 6.3 and 6.4 of this agreement.*
- 6.3 In lieu of flexi-time policy, persons employed in positions covered by this Agreement shall work ordinary hours of duty, 35 hours per week, in ten days each fortnight on a Monday to Friday basis, *unless in circumstances* approved by the Director, the working of ordinary hours in nineteen days over four weeks. These hours shall be worked between the hours of 9.00am and 6.00pm daily with a minimum of 6 hours each day. *The Director may approve the working of hours from 8.00am where this is more appropriate to the work requirements.*
- 6.4 Managerial staff may be required to attend one Council *arranged* meeting per week, outside normal span of hours, *without incurring the time in-lieu provisions of Clause 15, part (vi) of the Local Government (State) Award, 1997.*
- 6.5 *Effective from the first pay period on or after the 24th October, 1997,* the salaries fixed for all Managerial positions, shall comprise:
- (a) *The entry point salary prescribed by the Local Government (State) Award for Band 3, Level 3 personnel.*



- (b) A market related component, being the difference between the award entry point for the position and the current maximum rate for the position, shall be reviewed and adjusted annually in accordance with the annual *February* change in "full-time adult *ordinary* time earnings" compiled by the Bureau of Statistics. *This annual adjustment will be subject to continued satisfactory performance as reported from the Manager's annual performance review. This adjustment is incremental and is not an "at risk payment" as prescribed in 6.5(c) i.e., 6.5(b) and 6.5(c) apply on an "either, or" basis.*
- (c) Using the aggregate of (a) and (b) a three (3) tiered performance pay structure shall be established for each position. The total of (a) and (b), reflects competency level III performance salary rate; the total of (a) and (b) less 5% shall be competency level II performance salary rate; whilst (a) and (b) less 10% shall be the competency level I performance salary.

Appointment at, or progression between, the various levels shall be subject to an annual performance review conducted by the General Manager and the relevant Director. Should the competency performance level decline, then the General Manager may give consideration to adjusting the competency level performance salary rate. The parties agree that 1 months notice of intention to reduce the competency performance level salary rate and the grievance procedures of the Award are available to the manager in these circumstances.

- (d) *Managers undertake to enter into meaningful negotiations concerning changes to the performance criteria for each position and this shall be determined and reviewed in consultation with the incumbent.*
- (e) *These provisions apply to management positions previously classified as present occupant only, on the basis that the two officers concerned will positively co-operate in any review consistent with the guidelines issued by the Local Government Association, for addressing such matters.*
- (f) *The positions of Manager Records Services and Manager Infrastructure Planning be retrospectively adjusted on the basis of their salaries being increased to reflect the average increase in salaries applied to all other managers, as adjusted and adopted by Council following review by Consultants Evans Webb & Associates.*



Signed for and on behalf of the
Federated Municipal Employees
Union of Australia,
New South Wales Division

Signed for and on behalf of
Blacktown City Council


Acting
8
GENERAL SECRETARY
Industrial Relations
Act 1991 (NSW)
Witnessed by:
ORGANISER





MAYOR


GENERAL MANAGER

Signed for and on behalf of the
Local Government Engineers'
Association of New South Wales.

for 
SECRETARY
Witnessed by:
WITNESS

Signed for and on behalf of the
Environmental Health and Building
Surveyors' Association of New South
Wales.


SECRETARY
Witnessed by:
WITNESS

Registered
Enterprise Agreement
Industrial Register


Schedule 6
**BLACKTOWN CITY COUNCIL
MBM-CLEANING STAFF
FLEXIBILITY AGREEMENT**

1. TITLE:

This agreement shall be titled the Blacktown City Council - Manager Building Maintenance Cleaning Staff - Flexibility Agreement.

2. PARTIES BOUND:

The parties bound by this Agreement are the employer Blacktown City Council and the Municipal Employees Union representing members employed by the employer engaged in Cleaning positions under the control of the manager Building Maintenance.

3. PREAMBLE:

For Council staff to achieve improved efficiency and to derive benefits from greater flexibility in workplace practices, changes in the conditions and systems of work are required.

The parties acknowledged that there was a need for special, innovative and improved work practices.

4. RELATIONSHIP TO THE AWARD:

The terms and conditions of the Local Government (State) Award prevail, except to the extent of any inconsistency with aspects of this Agreement.

For the life of this Agreement, State Wage Case decisions, or Award variations, where applicable generally to other personnel, will flow on in accordance with the principles of such decisions.

5. TERMS OF AGREEMENT:

The term of this Agreement is for a period of two years, dating from this ^{the date of ratification} ~~this~~ ^{by the Commission} ~~day~~ of1998 (Notwithstanding that the parties have agreed that the arrangements shall be implemented on a trial basis for 12 months initially)



6. SPREAD OF HOURS:

The ordinary hours of work for employees covered by this Agreement may be arranged between the hours of 5.30 am and 8.00 pm Monday to Saturday inclusive, unless otherwise agreed with the employees and their union.

7. HOURS OF WORK:

The parties have agreed to implement new rostering arrangements (contained in the attachment herewith).

8. EARLY STARTS:

- With the exception of the cleaner taking over from the Plant Operator Mall Cleaner the normal starting time will be 5.30am.

9: RATES OF PAY:

In full consideration for the starting time and hours worked, including extraneous and Saturday work, employees appointed and working under this Agreement shall be paid aggregate average weekly pay rates as follows:

		(From 28.10.98)
Civic Centre Team Leader/Cleaner	\$599.90	\$619.40
Team Leader/Cleaner General	\$580.60	\$599.50
Plant Operator/Cleaner	\$542.30	\$559.90
Driver/Cleaner	\$542.30	\$559.90
Cleaner	\$523.10	\$540.10
Cleaner (9.00am MC)	\$506.90	\$523.40

10. PUBLIC HOLIDAYS:

Employees appointed and working under this agreement shall be entitled to all gazetted holidays for local Government in the State of New South Wales.

11. OVERTIME.

Time worked outside of the rostered hours of work under this Agreement shall be covered by the overtime conditions prescribed by the Local Government (State) Award, 1997.



12. CONSULTATION:

In line with existing practice, changes in work processes will be undertaken in consultation with the members of the cleaning section.

On the proviso that by December 1998 the parties to this agreement commit to review of work practices and operations with a view towards identifying areas of performance and efficiency which enhance productivity corresponding to a performance of review.

The parties to the Agreement agree to respond to changing operations requirements through full consultation.

**Signed for and on behalf of the
Federated Municipal and Shire Council
Employees Union of Australia,
New South Wales Branch.**

**Signed for and on behalf of
Blacktown City Council.**

S. Terpstra
Acting
GENERAL SECRETARY (Elect)

[Signature]

MAYOR

Witnessed by:



[Signature]

GENERAL MANAGER



MBM - CIVIC CENTRE BASED CLEANERS

CYCLE	SUN	MON	TUE	WED	THU	FRI	SAT	TOTAL HOURS
A	OFF	9 ½	9 ½	8 ¾	8 ¾ + ½*	9 ½	OFF	46' 00"
B	OFF	9 ½	9 ½	8 ¾	8 ¾ + ½*	OFF	OFF	36' 40"
C	OFF	9 ½	9 ½	8 ¾	8 ¾ + ½*	9 ½	OFF	46' 00"
D	OFF	OFF	OFF	8 ¾	8 ¾ + ½*	9 ½	4	31' 20"
TOTAL		28	28	35	37	28	4	160' 00"

Monday/Tuesday/Wednesday

9 ½ hrs work 5.30am to 3.20pm (½ hr lunch break)

Wednesday/Thursday

8 ¾ hrs work 5.30am to 2.45pm (½ hr lunch break)

Saturday

4 hrs work 6.00am to 10.00am

* NB: Additional ½ hour banking time payment each Thursday.

[3 Cleaners - to each line of the roster, rotate A to B to C to D to A.]

Page No 4.

Registered
Enterprise Agreement
Industrial Registrar

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**SCHEDULE 7
BLACKTOWN CITY COUNCIL
ROOTY HILL DEPOT
MAIN STORE**

COUNCIL AGREEMENT

The following reflect agreement between the employer 'Blacktown City Council' and employees represented by the Federated Municipal Employees Union New South Wales Branch, engaged at 'Council's Rooty Hill Depot Main Store'.

PREAMBLE

The Rooty Hill Depot Main Store is situated adjacent to the Mechanical Workshop at that location. The principal functions of the Store are:-

Between 6.30am & 9.00am	Daily stock takes, issue and receipt of goods, raise purchase orders (trades & stores), issue fuel (vehicles in workshop) data input, verify previous days transactions, process relevant paperwork, hire out vehicles. Attend to previous days fuel reconciliations.
Between 9.00am & 2.00pm	Unpack goods, mark and place on shelves, receive any fuel deliveries, action bulk requisitions, Workshop etc., data input, process invoices and relevant paperwork, raise purchase orders, goods received actioned.
Between 2.00pm & 5.00pm	During this period Trades staff use the Store for urgent repair work (Stores items and purchase orders, direct purchase). Deliveries received from suppliers, unpacked and placed on shelves). Refuel vehicles between 4 & 5 pm, finalise goods received, approve purchase orders, return hire vehicles, security of the Stores premises, late issue to the Workshop and final data input.

(NB: Between 6.30am and 5.00pm - general issue of stores & materials.)

The Store is staffed on a permanent basis with four (4) Storekeepers and three (3) Storemen. The senior Storekeeper was appointed as the Supervisor.

Presently, in accordance with the Industrial Agreement, the ordinary hours of work have been arranged on a nine (9) day fortnight (Monday to Friday - with either a Monday, or a Friday off in each fortnight) on a rostered basis.

The staff work eight and a half ordinary hours each rostered day of work, commencing at 6.55am and take a half hour unpaid meal break daily. In addition, there has been a regular requirement for all staff to work daily overtime, both at the commencement and conclusion of a shift to perform necessary residual duties assigned to the Store, including refuelling of Council vehicles. In the aggregate, the employees average one and a half hours overtime each day.

In addition, two other employees assist with the refuelling each day on an overtime arrangement.

Where necessary, for normal Stores functions between the hours of 6.55am and 4.00pm spare personnel are utilised for relief requirements e.g., annual leave and sick leave etc.

Registered
Industrial
.../2.
[Handwritten signature]

AGREED CHANGES

In consultation with the General Manager, Manager Finance and Store personnel, together with Municipal Employees Union representatives, agreement has been reached on the following arrangements:-

1. Implementation of new rostering arrangements (attachment 1 herewith). This will provide for staggering the daily start and finish times of Store personnel to provide for more efficient coverage of the daily work requirements.

The parties to this agreement acknowledge the need for flexibility in the working arrangements. The Principal Storekeeper may in consultation with the relevant Stores personnel make interim adjustments to the rostered daily working, including the staggering of meal breaks to provide continuous Stores service coverage, by agreement with such Officers.

2. The Store personnel are ready, willing and prepared to perform any duties associated with the Stores services for which they are adequately qualified and experienced to perform. This enables better utilisation of available resources. e.g., forklift driving.
3. Stores personnel required to carry out the accountability/responsibility of a position involving use of skills 'higher competency' than the higher rates of pay for the time so engaged are to apply to such work.
4. Within existing staffing, Store personnel are prepared to provide a stores function at the Civic Centre for a short period each day if approved e.g, between the hours of 10.30 and 12.30pm. This would reduce the need for staff to travel to the depot to access stores from time to time. This will be at management's discretion.

5. That the staffing of the Stores be structured:

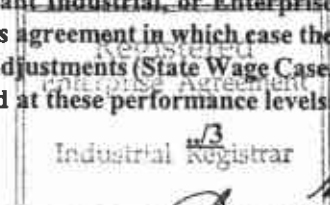
- (A) Principal Storekeeper
- (B) Senior Storekeepers
- (C) Storekeeper & Data Co-Ordinator
- (D) Storekeeper Support Officer

6. As a special case, without prejudice, or precedent and in full consideration for the agreed changes including the reduction in overtime working, the performance level pay rates for officers presently appointed to the Store, will be as follows:

<u>Performance Level</u>		
46	O. Whalan	Principal Storekeeper
37	M. Rodgers & B. Neill	Senior Storekeepers
34	R. Body	Storekeeper & Data Co-Ordinator
26	A. Read, R. McKeown & S. Houlohan	Storekeeper Support Officers

Where applicable, these employees would preserve rights of advancement within the salary system.

The terms of the Local Government (State) Award, 1997 and relevant Industrial or Enterprise Agreements prevail, except to the extent of any inconsistency with this agreement in which case the latter prevails. These employees would continue to be eligible for pay adjustments (State Wage Case, or award increases on the same basis as other personnel remunerated at these performance levels.



CLARIFICATION OF OPERATING ARRANGEMENTS:

Staff Requirements for Refuel of Vehicles

1. *To refuel vehicles it is necessary for a replacement driver drawn from outside the Stores' staff to replace Storekeeper Support Officers when on Annual Leave, Sick Leave and RDOs. This should be the only time that a replacement would be required at overtime rates for the refuel of vehicles.*
- 1a *The status quo use of Driver Brown from the Trades Section to assist with refuelling of vehicles will be preserved on the basis that should he transfer, or leave Council this practice will be discontinued. Further, whilst so utilised the need for overtime working to cover annual/sick leave, or RDO's of stores personnel will only apply when more than one such employee is off at the same time. When Driver Brown is off duty the same rule applies.*
2. *For the purposes of this agreement the regular coverage for stores hours will be:-*

Monday 6.30am to 4.30pm

Tuesday 6.25am to 5.00pm

Wednesday 6.25am to 5.00pm

Thursday 6.25 to 4.40pm (inclusive of BT)

Friday 6.25am to 5.00pm

Where necessary hours required to be worked outside of these hours management/supervisor may authorise overtime working.

Storekeepers Operating Plant, Trucks etc.

Storekeepers who have the required ticket to operate a forklift or loader should be able to use this equipment for Stores functions only and when a Storekeeper Support Officer is not available to complete the task. This procedure should only apply to normal Stores business hours.

Security of Stores Buildings

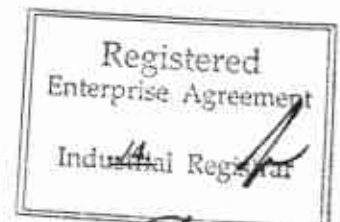
The existing custom and practice will continue.

Job Descriptions

This agreement incorporates a commitment by the parties to review the job descriptions following examination of the competency requirements for Stores personnel.

Clothing

The claim for an issue of two sloppy joes in lieu of winter jackets every three years, will be considered on an across Council basis.



Trial arrangements

It is proposed that the agreement be signed for a two year period, with a trial period of 6 months, including a review after 3 months to ensure that there were no unintended consequences. In the event that either party is dissatisfied with the arrangements at the conclusion of the 6 months trial the agreement may be terminated.

The term of this agreement is for a period of two years dating from the date of ratification by the Commission

Signed for and on behalf of the
Federated Municipal and Shire Council
Employees Union of Australia,
New South Wales Branch

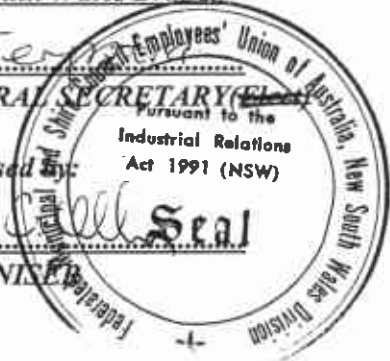
Signed for and on behalf of
Blacktown City Council

Acting

S. Ten...
GENERAL SECRETARY

Witnessed by:

ORGANISER



[Signature]
MAYOR

[Signature]
GENERAL MANAGER



**Rooty Hill Depot Stores Roster
Cycle 1**

	Monday	Tuesday	Wednesday	Thursday	Friday
Owen	6.30- 4.00 (9hrs)	6.30-4.30 (9.30 hrs)	6.30 - 4.30 (9.30 hrs)	6.30 - 4.10 (9.10 hrs)	RDO
Mark	7.00 - 4.30 (9 hrs)	7.00 - 5.00 (9.30 hrs)	7.00 - 5.00 (9.30 hrs)	7.00 - 4.40 (9.10 hrs)	6.30 - 5.00 (10 hrs)
Bob	RDO	6.30 - 4.30 (9.30 hrs)	6.30 - 4.30 (9.30 hrs)	6.30 - 4.10 (9.10 hrs)	6.30 - 4.30 (9.30 hrs)
Barry	7.00 - 4.30 (9 hrs)	7.00 - 5.00 (9.30 hrs)	7.00 - 5.00 (9.30 hrs)	7.00 - 4.40 (9.10 hrs)	7.00 - 5.00 (9.30 hrs)
Shaune	RDO	7.00 - 5.00 (9.30 hrs)	7.00 - 5.00 (9.30 hrs)	7.00 - 4.40 (9.10 hrs)	7.00 - 5.00 (9.30 hrs)
Rick	7.00 - 4.30 (9 hrs)	7.00 - 5.00 (9.30 hrs)	7.00 5.00 (9.30 hrs)	7.00 - 4.40 (9.10 hrs)	7.00 - 5.00 (9.30 hrs)
Allan	RDO	7.00 - 5.00 (9.30 hrs)	7.00 - 5.00 (9.30 hrs)	7.00 - 4.40 (9.10 hrs)	7.00 - 5.00 (9.30 hrs)

**Note: Refuelling involves three storemen driving plant
Note:Two Storekeepers operation data fuel console**

(5.8.98)

Registered
Enterprise Agreement
Industrial Registrar

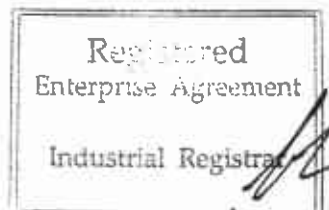
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**Rooty Hill Depot Stores Roster
Cycle 3**

	Monday	Tuesday	Wednesday	Thursday	Friday
Owen	6.30- 4.30 (9.30 hrs)	7.00 - 5.00 (9.30 hrs)	7.00 - 5.00 (9.30 hrs)	7.00 - 4.40 (9.10 hrs)	7.00 - 5.00 (9.30 hrs)
Mark	RDO	6.30 - 4.30 (9.30 hrs)	6.30 - 4.30 (9.30 hrs)	6.30 - 4.10 (9.10 hrs)	6.30 - 4.30 (9.30 hrs)
Bob	7.00 - 4.30 (9 hrs)	6.30 - 4.30 (9.30 hrs)	6.30 - 4.30 (9.30 hrs)	6.30 - 4.10 (9.10 hrs)	6.30 - 4.30 (9.30 hrs)
Barry	RDO	7.00 - 5.00 (9.30 hrs)	7.00 - 5.00 (9.30 hrs)	7.00 - 4.40 (9.10 hrs)	7.00 - 5.00 (9.30 hrs)
Shaune	7.00 - 4.30 (9 hrs)	7.00 - 5.00 (9.30 hrs)	7.00 - 5.00 (9.30 hrs)	7.00 - 4.40 (9.10 hrs)	7.00 - 5.00 (9.30 hrs)
Rick	7.00 - 4.30 (9 hrs)	7.00 - 5.00 (9.30 hrs)	7.00 5.00 (9.30 hrs)	7.00 - 4.40 (9.10 hrs)	RDO
Allan	7.00 - 4.30 (9 hrs)	7.00 - 5.00 (9.30 hrs)	7.00 - 5.00 (9.30 hrs)	7.00 - 4.40 (9.10 hrs)	7.00 - 5.00 (9.30 hrs)

**Note: Refuelling involves three storemen driving plant
Note: Two Storekeepers operation data fuel console**

(5.8.98)



SCHEDULE 9
BLACKTOWN CITY COUNCIL
PAINTERS- FLEXIBILITY AGREEMENT

1. TITLE:

This Agreement shall be titled the Blacktown City Council, Painters, Flexibility Agreement.

2. PARTIES BOUND:

The parties bound by this Agreement are the employer Blacktown City Council, and the employees represented by the Municipal Employees Union working in the Council's Trades Section as Painters.

3. PREAMBLE:

To enable Council to improve the level of service in this area, the parties agreed that greater flexibility in the hours and systems of work were required.

4. RELATIONSHIP TO THE INDUSTRY AWARD:

The terms and conditions of the Local Government (State) Award 1997 prevail, except to the extent of any inconsistency with aspects of this Agreement.

For the life of this Agreement, Award Variations, or State Wage Case decisions, where applicable generally to other personnel, will flow on in accordance with the principles associated with such changes.

5. TERMS OF AGREEMENT:

The term of this Agreement is for a period of 2 years, dating from ~~this.....Day~~
~~of.....1998~~ *the date of ratification by the commission*

6. SPREAD OF HOURS:

The ordinary hours of work for employees covered by this Agreement may be arranged between the hours of 6.55am and 4.30pm on any day Monday to Saturday inclusive, unless otherwise agreed with the employees and their union.



7. HOURS OF WORK:

The parties have agreed to a trial operation of new rostering arrangements as follows for a period of up to 12 months, with a mid-term review after 6 months.

Excepting in the case of agreement between the parties to this Agreement, three months formal notice of termination of participation in the arrangement will be served by either party.

The Agreement provides for the working of 76 ordinary hours, nine days per fortnight, arranged on a rostered basis, Monday to Saturday as follows:-

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1.	Off	8.5	8.5	8.5	8.0	Off	Off
2.	Off	8.5	8.5	8.5	8.0	8.5	Off
3.	Off	8.5	8.5	8.5	8.0	Off	Off
4.	Off	Off	8.5	8.5	8.0	8.5	9.0
5.	9.25	Off	Off	8.5	8.0	8.5	Off
6.	Off	8.5	8.5	8.5	8.0	8.5	Off
7.	Off	8.5	8.5	8.5	8.0	Off	Off
8.	Off	8.5	8.5	8.5	8.0	8.5	Off
9.	Off	Off	Off	8.5	8.0	8.5	9.0
10.	9.25	Off	8.5	8.5	8.0	8.5	Off

* One employee commencing on each line of the roster, then rotating 1 to 2 to 3 to 4 to 5 to 6 to 7 to 8 to 9 to 10 to 1

* Daily commencing time 6.55am with 1/2 an hour for lunch each day.

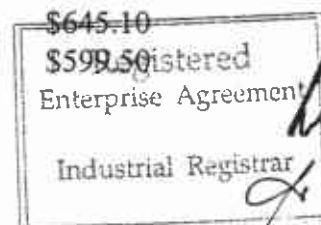
* Ordinary hours of work completed at 2.55pm Thursday (with pay to 3.25pm)

8. RATES OF PAY:

Employees appointed and working under this Agreement shall be paid, in full consideration of the ordinary rostered requirements, the following base aggregate earnings, exclusive of (a) service allowance, (b) travel allowance and (c) holiday penalty payments as well as, any (d) first-aid.

	Per Week	Per Week from 28.10.98
Leading Hand	\$624.80	\$645.10
Painters	\$580.60	\$599.50

- 2 -



9. SPECIAL CONDITIONS:

Where an employee is unable to fulfil their week-end commitment on more than one occasion in any 12 month period they will be given the opportunity of meeting the commitment prior to their next turn for such work, or returning to working ordinary hours on the former Monday to Friday terms and conditions.

10. PUBLIC HOLIDAYS:

Employees appointed and working under this agreement shall be entitled to all-gazetted holidays for Local Government in the State of New South Wales.

11. APPRENTICES:

Apprentices are eligible to participate in the PFA on the basis that the aggregate pay rate will be calculated by increasing the ordinary pay rates by 6.75% in full consideration for fulfilling the requirements of the aforementioned roster.

Signed for and on behalf of
The Municipal Employees Union
New South Wales Branch

Signed for and on behalf of
Blacktown City Council

Acting *S.T.*
GENERAL SECRETARY
Pursuant to the
Industrial Relations
Witnessed by: 1991 (NSW)
C. Stal
ORGANISER
Federation of Municipal and Shire Employees' Union of Australia, New South Wales Division

[Signature]
MAYOR

[Signature]
GENERAL MANAGER

Registered
Enterprise Agreement
Industrial Registrar

[Handwritten signatures]

**SCHEDULE 10
BLACKTOWN CITY COUNCIL
COASA
FLEXIBILITY AGREEMENT**

1. TITLE:

This agreement shall be titled the BCC Computer operators Extended Spread of hours & Flexible Work, Aggregate Salary Arrangement.

2. APPLICATION:

These terms apply to personnel engaged as Computer operators in the Finance & Corporate Services, information Technology Unit regularly working early morning, or afternoon shifts, including an intermittent requirement for such work. These Officers are identified in the rates of pay clause of this Agreement.

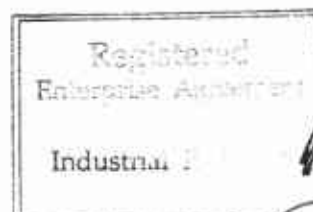
3. SPREAD OF HOURS:

Ordinary hours of work may be arranged between the hours of 6.00am and 12 midnight on a Monday to Friday basis, with the ability to accrue and clear excess hours in accordance with Council's flexi-time policy applicable to other salaried personnel.

4. AGGREGATE SALARIES:

In full consideration for (i) the regular requirement to work Early Morning Shift, or (ii) the regular requirement to work Afternoon Shift, or (iii) the intermittent requirement for the day shift Senior Computer operator to cover Early Morning and Afternoon Shifts when necessary, but not more than 50% (in any 12 month period) of such amended working without further compensation; including any existing allowances, but excepting Service Allowance payments which are payable in addition to these amounts, the following salary ranges apply for all purposes.

	Per Week	Per Week From 28.10.98
(i) EMS Computer Operator	\$599.90 to \$672.40	\$619.40 to \$694.30
(ii) AS Computer Operator	\$599.90 to \$684.10	\$619.40 to \$706.30
(iii) DS Senior Computer operator	\$636.60 to \$718.10	\$657.30 to \$741.40



(NB: Current Incumbents (i) EMSCO \$672.40 (\$694.30 from 28.10.98) and (ii) ASCO \$684.10 (\$706.30 from 28.10.98) apply from commencement of the agreement). Future award, or state wages case variations applicable to other personnel will be applied to these employees on the same basis. These rates of pay do not reflect validated grade, or competency level pay rates envisaged in the proposed salary system under consideration at present. These salary ranges include consideration for the changes in the role of the Day shift Senior Computer Operator which includes the flexibility to carry out the duties/role of a Computer Operator on a needs basis, as well as, fulfilling Supervision and Co-ordinating requirements for these employees and responding to user needs for this group.

5. DUTIES:

Will be as shown in the amended job descriptions and varied where necessary from time to time in accordance with custom and practice.

6. RELATIONSHIP TO THE INDUSTRY AWARD:

The Local Government (State) Award and Council's Industrial/Enterprise Agreements and policies apply except where inconsistent with this agreement.

7. TERM OF AGREEMENT:

The term for this agreement is two years commencing on and from this.....day of1998.

Signed for and on behalf of the
Federated Municipal Employees
Union of Australia,
New South Wales Division.

Signed for and on behalf of
Blacktown City Council.


GENERAL SECRETARY



MAYOR

Witnessed by:

ORGANISER



GENERAL MANAGER Registered
Enterprise Agreement
Industrial Registrar