

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/262

TITLE: Marrickville Council Cleaning Services Enterprise Agreement 2006

I.R.C. NO: IRC6/1838

DATE APPROVED/COMMENCEMENT: 5 April 2006 / 25 March 2006

TERM: 24

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 28 July 2006

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Marrickville Council located at 2-14 Fisher Street, Petersham NSW 2049, who are engaged in the Council's cleaning service except those involved in cleaning childcare centres, the Tom Foster Centre and park toilet facilities, who fall within the coverage of the Local Government (State) Award 2004.

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

MARRICKVILLE COUNCIL

CLEANING SERVICES ENTERPRISE AGREEMENT 2006

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1. Statement of Intent

1.1 This Enterprise Agreement is made in accordance with the provisions of Part 2, Chapter 2 of the *Industrial Relations Act 1996*, and shall be known as the 'Marrickville Council Cleaners Enterprise Agreement' (here after referred to as "the Agreement" or "this Agreement"). The Agreement shall apply to all staff in Council's cleaning service (except those involved in cleaning childcare centres, the Tom Foster centre and park toilet facilities).

1.2 This Agreement has been established to trial a new system for the provision of Cleaning Services over a twelve (12) month period with a major final review undertaken at nine months. Should the system fail to provide required quality, productivity, efficiency, performance and customer service outcomes, Council will terminate the agreement with a 3 months notice period in accordance with Industrial Relations Act 1996. If the trial is unsuccessful and the agreement is terminated, the Cleaning Service Staff will revert to their pre-existing conditions prior to commencement of the agreement on 24 March 2006. These include a 19 day month arrangement and other provisions as laid out under the Council Agreement Number 1 or the Local Government (State) Award 2004 as they apply to individual staff.

1.3 The Agreement establishes the following working arrangements for employees:

(i) the ordinary hours of work for all employees shall be an average of 152 hours over a four week period, worked between Monday and Friday with a flexible nine day fortnight arrangement;

(ii) overtime payment, where authorised, for work in excess of an average thirty eight hours per week, normally for weekend working in relation to Town Hall usage;

(iii) annual leave taken on a roster basis with a minimum period for annual leave of one week unless special circumstances prevail.

2. Definitions

In addition to the definitions contained at Clause 4, Definitions, of the Local Government Award 2004 (or in lieu of, in the event of an inconsistency), the following definitions shall apply:

Award: Award shall mean the *Local Government (State) Award 2004* and any Award that succeeds this Award;

Council: Shall mean Marrickville Council;

Cleaning Staff: Shall mean Head Cleaner and Cleaners (includes Cleaner/Caretaker) with some notable exceptions such as those cleaning childcare centres, park toilet facilities and depots etc.

U.S.U.: Shall mean the United Services Union.

3. The Parties

The Parties to this Agreement are Marrickville Council and the United Services Union on behalf of the staff covered by the agreement be them union members or not.

4. Period of Operation

Twelve month agreement to commence 25 March 2006, subject to a three month termination notice under the Industrial Relations Act Section 44 (3).

5 Anti-Discrimination

5.1 It is the intention of the parties bound by this agreement to seek to achieve the objective in section 3(f) of the Industrial Relations Act 1996 (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a career.

5.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement, the parties have obligations to take all reasonable steps to ensure that the operation of the provision of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of this Agreement, which by its terms or operation, has a direct or indirect discriminatory effect.

5.3 Under the Anti-Discrimination Act 1977 (NSW), it is unlawful to victimise an employee because the employee has made or has been involved in a complaint of unlawful discrimination or harassment.

5.4 Nothing in this clause is to be taken to effect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age; and
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1997 (NSW).

5.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

- i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation;
- ii) Section 56(d) of the Anti-Discrimination Act 1977 (NSW) provides that “Nothing in this Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion”.

6. Equal Employment Opportunity

6.1 Council is committed to providing equal employment opportunity for every employee in all spheres of employment, and providing equal pay for work of equal value.

6.2 Council is committed to providing an environment in which employees can work without distress or interference caused by workplace harassment, bullying or discrimination.

7. Relationship with Parent Award

7.1 This Agreement shall be read and interpreted wholly in conjunction with the Local Government (State) Award 2004 (the “Award”) and any amendments and/or successors to that Award.

7.2 In the event of any inconsistency between the Award and this Agreement, the Agreement shall prevail to the extent of the inconsistency.

7.3 This Agreement is to operate in conjunction with the provisions of clause 19A (viii) of the Award.

7.4 Where this Agreement is silent the Award shall apply.

7.5 This agreement will allow indexed wage and allowance increases as approved in the Award and/or Council's Salary System.

8. Duress

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

9. Commitment to Customer Service

9.1 Council has a model and values system applicable to all staff to ensure excellence of services. The Cleaning staff should be aware of the model and values and utilise the values in their day to day work and conduct.

9.2 The Agreement provides a basis for working together to achieve improved performance and customer service, and to continually improve the quality, efficiency and productivity of the Council's Cleaning Services.

9.3 The Agreement represents a commitment by the Council and the Cleaning Staff to provide a team approach to meet the needs of the community.

9.4 It is a term of this agreement that the Cleaning Staff may be required to work reasonable overtime to accommodate the operating requirements of the cleaning service.

10. Performance Objectives

10.1 The Agreement aims to achieve the following objectives:

(i) Establishing a process that will allow the effectiveness and efficiency of the proposed cleaning service to be measured in a fair and equitable manner, and that the service meets the cleaning standards as set out in the cleaning schedules agreed to in the Work Review Team process. Those schedules are Attachment 1 to this Agreement;

(ii) Improving productivity and performance management;

(iii) Providing a flexible workforce and working arrangements to meet the needs of customers, employees and Council;

(iv) Increasing employee satisfaction through continuously improving employee relations.

11. Hours of Work

11.1 Spread of Hours

11.1(a) The ordinary hours of work will be over two shifts:

Day Shift

5.00 am to 1.56pm Monday to Friday

Afternoon Shift

3.04pm to midnight Monday to Friday

11.1(b) A paid meal break of thirty (30) minutes shall be taken within the first five hours of continuous work and shall be taken on the job. In the case of unforeseen circumstances, the meal break may be delayed and shall be taken as soon as practicable, subject to the observance of appropriate occupational health and safety standards.

11.2 Arrangement of Hours

11.2(a) An agreed roster, based on a four (4) week rolling cycle, shall provide the basis on which ordinary hours are worked (the standard hours). The roster shall provide for at least two (2) rostered days AND eight (8) rest days (i.e. weekends) off in each four (4) week roster period;

11.2(b) Cleaning staff may be required to rotate roster shifts on a temporary or permanent basis, at short notice, unless extenuating circumstances exist. This will only be required based upon business needs, which may include an imbalance of staff numbers or skill levels on either shift;

11.2(c) Any agreement, between management and the Cleaning Staff to alter the arrangement of hours, or any other feature of the roster, must be genuine with no compulsion to agree;

11.2(d) Cleaning Staff, on opposing shifts, may choose to swap shifts to suit unusual circumstances, with prior management approval; and

11.2(e) Overtime is payable when an employee is directed to work in excess of average thirty eight (38) hours per week or directed to work outside their standard hours on any one day..

11.2(f) Changes of shift from evening to day shift will be planned to allow for an RDO between the shift change to ensure 10 hours break.

12. Allowances

12.1 Caretaker Allowance

A weekly caretaker allowance will be payable equally spread between the six (5.53EFT) cleaning staff. The value of the weekly allowance will be the total of the allowance currently available to two (2) caretaker/cleaning staff divided by five point five three (5.53).

Example (all figures rounded)

Hourly rate of caretaker allowance	\$1.13
Total Caretaker allowance available/week	$\$1.13 \times 38 \times 2 = \85.88
Caretaker allowance divided between 5.53 staff	$\$85.88 \div 5.53 = \15.53
Caretaker allowance available for each of the six (6) cleaners =	$\$15.53/\text{week}$ (for full time positions) or $\$0.41/\text{hour}$ (for part time positions).

12.2 Shift Allowance

A weekly shift allowance will be payable equally spread between the six (5.53 EFT) cleaning staff. The value of the weekly allowance will be the total of 15% of the normal rate of pay for seven (7) cleaners divided by five point five three (5.53).

Example (all figures rounded)

Hourly rate for cleaner	\$17.63/hour
Shift allowance/hour	15% = \$2.64/hour
Total shift allowance available/week	$\$2.64 \times 38 \text{ hours} \times 7 \text{ staff} = \703.44
Shift allowance divided between 6 staff	$\$703.44 \div 5.53 \text{ staff} = \$127.20/\text{week}$

Shift allowance for each of the six (6) cleaners = $\$127.24/\text{week}$ (for full time positions) or $\$3.35/\text{hour}$ (for part time positions).

13 Grievance and Disputes Resolution Procedure

The Grievance and Disputes Resolution Procedure shall be as per clause 30 of the Local Government (State) Award 2004

14. No Extra Claims

No extra claims will be made during the life of this agreement, except in relation to State Decisions of the Industrial Relations Commission of New South Wales and substantive change to the Award during the operation of the Agreement.

15. Staffing Levels

15.1 The trial service will be staffed by six (6) cleaners. Consisting of one (1) Head Cleaner and five (5) Cleaning Staff (i.e. 4.53 EFT)

15.2 Day Shift will consist of a team carrying out duties as set out in attachment 2 of this Agreement.

15.3 Afternoon Shift will consist of teams carrying out duties as set out in attachment 2 of this Agreement.

15.4 One position has been allocated as a floating staff member, who will be allocated to cover all forms of leave and rostered days off.

15.5 The existing cleaning service that is being replaced consists of nine (nine) staff (EFT 7.92) and included cleaning of all park toilet facilities, depot buildings and supervision of child care centre cleaners, now outside this agreement.

15.6 Additional staff resources will be supplied to assist as necessary for major function set ups.

16. Supervision

The overall day to day responsibility for staff performance, the attainment of service requirements and standards will be with the Head Cleaner. The Head Cleaner will be responsible for formally reporting to the Business Unit Administrator (Waste) in a timely manner, ongoing staff performance matters and failure to meet service requirements or standards. Rostering of staff on both shifts will be the responsibility of the Head Cleaner, who will be responsible for ensuring all shifts are adequately staffed, and that all RDO requirements are recorded and satisfied.

17. Performance Monitoring

The performance of the trial service will be monitored in two ways:

17.1 Customer monitoring:

A meeting will be held every six weeks chaired by the Business Unit Administrator Waste Services (BUA) with representative service customers to review the performance in terms of its quality and adherence to the schedules.

17.2 Cleaning expert:

A cleaning expert agreed to by the parties will be appointed to conduct checks of the facilities in terms of the cleaning service meeting quality requirements and adherence to the schedules, on at least a quarterly basis. The cleaning expert will further be involved in benchmarking the performance against 'like services' and any information gained through this process will be used to improve and

enhance the service.

18. Performance Reporting

Each quarter a performance reporting meeting will be conducted in relation to the results of performance monitoring results, and to review the overall operation of the trial service. The meeting chaired by the BUA Waste Services will involve Head Cleaner, Recycling Supervisor, Selected Customers, the External Expert and Council Management as required.

19. Sick Leave Reviews

The parties acknowledge the high levels of sick leave in the Cleaning Service and the importance of managing sick leave to maintain the future viability of the Cleaning Service. The parties further acknowledge the provisions of Clause 19 of the Local Government (State) Award as the agreed framework within which sick leave absences can be effectively managed and agree to work collaboratively to reduce the level of absences on sick leave within the Cleaning Service.

20. Signatories to the Agreement

In signing this Agreement, the parties agree that the rates of pay and the implementation of the conditions provided for in this Agreement will take effect from the day of approval of this agreement by the Industrial Relations Commission of New South Wales.

SIGNED on behalf of
MARRICKVILLE COUNCIL

in the presence of
Witness

General Manager

SIGNED on behalf of
UNITED SERVICES UNION

in the presence of
Witness

General Secretary