### REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA10/13

<u>TITLE:</u> <u>Woollahra Municipal Council Plant & Fleet Services</u> Enterprise Agreement 2009

**I.R.C. NO:** IRC9/1939

DATE APPROVED/COMMENCEMENT: 18 December 2009 / 18 December 2009

**TERM**: 36

**NEW AGREEMENT OR** 

VARIATION: New.

**GAZETTAL REFERENCE:** Published 26 February 2010

**DATE TERMINATED:** 

**NUMBER OF PAGES:** 18

#### **COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to employees employed by Woollahra Municipal Council located at 536 New South Head Road Double Bay NSW 2028 employed in the Council's Plant & Fleet Services Section employed as Plant & Fleet Team Leader, and Plant Mechanics, who fall within the coverage of Local Government (State) Award 2007.

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

## Woollahra Municipal Council PLANT & FLEET SERVICES Enterprise Agreement 2009

Related to Local Government (State) Award 2007

#### 1 Application and Operation of the Agreement

#### 1.1 Title and Intention of the Parties

- a. This Enterprise Agreement is made in accordance with the provisions of sections 29 to 47 of the Industrial Relations Act 1996, and shall be known as the "Woollahra Municipal Council Plant & Fleet Services Enterprise Agreement 2009" and shall provide the basis for determining the salaries and certain specified conditions of employment for staff employed in the Plant & Fleet Services area of the Municipality of Woollahra.
- b. This Agreement must be read in conjunction with the Local Government (State) Award 2007 or its successor and in the event of conflict, this Agreement prevails.

#### 1.2 The Parties

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

#### 1.3 Duress

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

#### 1.4 Commencement, Duration and Renegotiation

- a. The Agreement shall come into operation from the date of approval by the Industrial Relations Commission of New South Wales and shall remain in force for a period of three (3) years.
- b. The parties to this Agreement shall meet to renegotiate the provisions contained herein three (3) months prior to the date of its cessation. Should there be no agreement between the parties, either party may determine to rescind the Agreement and revert to the provisions of the Award.

#### 1.5 Definitions

Award:

Award shall mean the Local Government (State) Award 2007, and any Award that succeeds this Award.

Plant and Fleet Team Leader: Shall mean those staff undertaking tasks in accordance

with the position description associated with this

position.

Plant and Fleet Mechanics: Shall mean those staff undertaking tasks in accordance

with the position description associated with this

position.

Council: Shall mean Woollahra Municipal Council.

#### 1.6 Relationship with the Award

a. This Agreement shall be read and interpreted wholly in conjunction with the Award and the Industrial Agreement.

- b. This Agreement shall not affect the payment of future Award based increases and there shall be no absorption of such increases for the purposes of this Agreement.
- c. In the event of any inconsistency between the Award or the Industrial Agreement and this Agreement, this Agreement shall prevail to the extent of the inconsistency.
- d. Where this Agreement is silent, the Award and the Industrial Agreement shall prevail.

#### 1.7 Anti-Discrimination

- a. It is the intention of the parties bound by this Agreement to seek to achieve the objectives in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibility as a carer.
- b. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by the Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It shall be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement that, by its terms or operation, has a direct or indirect discriminatory effect.
- c. Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- d. Nothing in this clause is to be taken to affect:
  - i. Any conduct or act which is specifically exempted from anti-discrimination legislation;

- ii. Offering or providing junior rates of pay to persons under 21 years of age;
- iii. Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
- iv. A party to this award from pursuing matters of unlawful discrimination in any State o federal jurisdiction.
- e. 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.
- f. NOTE: Employers and employees may also be subject to Commonwealth antidiscrimination legislation.

#### 1.8 No Further Claims

The parties to this Agreement and the employees covered by it agree and acknowledge that the Agreement has been negotiated to ensure the employees' rates of pay, other than as specified in Section 6, and other working conditions have been agreed for the next three years and that there shall be no further industrial or other claims made by them, except as set out in the Local Government State Award (2007) or its successor.

#### 2 Employees covered by this Agreement

- a. The Council's Plant & Fleet Services Section employees covered by this Agreement are as follows:
  - Plant & Fleet Team Leader
  - ii. Plant Mechanics

whether or not they are members of the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union or any other Union

- **b.** The Plant & Fleet Services section employees not covered by this Agreement are as follows:
  - i. Plant & Fleet Services Coordinator
  - ii. Manager Depot & Waste Services

#### 3 Basis of employment

- 3.1 Each Employee is employed to perform the duties outlined in the position description attached to his/her Offer of Employment. The commencement Grade will also be set out in that letter.
- 3.2 The basis of each Employee's employment is detailed in the Offer of Employment and Woollahra Councils general terms and conditions of employment. Any changes in

- salary grades, promotions, transfers or other alterations to the employment arrangement will be confirmed in writing.
- 3.3 Council shall notify Plant & Fleet Services Employees who may be affected by proposed changes and their Union, in accordance with Clause 34 of the Local Government (State) Award 2007 or its successor where Council makes a definite decision to introduce major changes in production, program, organisation structure, or technology, that are likely to have significant effects on employees.

#### 4 Commitment to the Delivery of an Effective Service

- 4.1 The objective of this agreement is to deliver effective and efficient Council services. The matters detailed below reflect the commitment employees and management have achieved in reaching this Agreement as the basis for meeting this objective:
  - a. Employees shall work diligently and effectively to maintain and enhance the service currently provided to the residents, businesses and visitors to the Woollahra Municipality.
  - b. Management and employees shall work together in a team environment to ensure effective communication is maintained and that further opportunities to improve and enhance Council's services are identified and introduced to assist in the ongoing security of Council employment in the long term
  - c. The spread of hours will ensure a better mechanical service to Council's plant and equipment.
  - d. The requirement for employees to work, and Council to pay, overtime is significantly reduced.
  - e. The access to plant for preventative maintenance will be improved as a result of the extension of workshop working hours. This would result in a better maintained fleet and a reduction in downtime caused by breakdowns.
  - f. Three mechanics will be rostered on the busiest part of the each day, for repairs and breakdowns, between Monday and Friday.
  - g. The downtime caused by vehicles waiting for parts due to afternoon delivery times will be reduced.
  - h. Access to the workshop for management, professional and administrative staff will be improved as a result of the extension of working hours in the afternoon. This will allow for later pick-ups for vehicles after serving and warranty work undertaken at dealerships.
  - i. Mechanics will work in a flexible manner to ensure the earliest availability of the plant to Council's operations.

- j. The costs involved in retaining a contract mechanic to change brooms on mechanical sweepers will be eliminated.
- k. Fleet management information will be improved by the mechanics inputting information as the work is being undertaken to ensure accurate costing of maintenance and repairs
- I. Management and staff within the service will act promptly, consistent with their scope of authority, to remove any impediments to the effectiveness of the service.
- m. Management and staff will work together to ensure plant and equipment breakdowns, damage and failures are minimised, and are promptly addressed if they do occur.
- n. The Mechanics are required to change brooms on Council's mechanical sweepers.
- o. Mechanics will undertake training and use the computerised fleet management system
- p. Where emergency breakdown work requires, the mechanics will work through lunch to ensure optimum plant turn-around times, without additional payment to the employees
- q. The mechanics will contribute positively to continuous improvement processes and will identify opportunities, where available, to improve the service provided by the mechanical workshop to Council.
- r. A regular servicing program for all Council's plant and equipment will be established and maintained.
- s. Greasing duties will be shared between all employees to ensure effective operations.

#### 4.2 Performance Measures

The parties to this Agreement have established the following list of performance measures against which the achievement of Plant & fleet Services objectives shall be measured.

The areas in which performance shall be measured are:

- a. Operation against the budget determined by Council.
- b. Corporate and community feedback in respect to the service provided.
- c. The response time to breakdowns and repairs
- **d.** Completion of scheduled work.

- e. Compliance with work practices and any other risk management policies and procedures in place.
- f. The number of substantiated complaints lodged in respect to the service provided.
- g. The level of uncertified absenteeism of members of the team.

#### 5 Skills and Training

- a. Employees shall be paid in accordance with the salary range detailed in Schedule
  2, Table A of this Agreement which recognises and rewards the achievement and part- achievement of certificate qualifications.
- b. The Grade into which an employee is placed shall be based on a consistent process of recognition of prior learning. This recognition shall be assessed against course competencies as developed by the Department of Education and Training, or other recognised training organisation (RTO).
- c. Further progression beyond the initial placement shall be through the annual salary / skills assessment system. The annual salary skills system recognises the employees' acquisition and use of skills on the job.
- d. All Plant & Fleet Services employees covered by this Agreement who apply for First Aid training through the Council's training calendar shall be eligible to participate in this training. However there shall be a limited number of employees (as agreed with the Manager) who receive payment for designated first aid duties.
- e. In accordance with Council's Training and Employment Development Policy employees covered by this Agreement shall be encouraged to undertake courses relevant to their position which lead to progression through the grades of the salary system. Where practicable, Council shall facilitate the required training.

#### 6 Rates of Pay and Productivity

#### 6.1 Pay Rates and Increases

- a. Employees' rates of pay are calculated in accordance with Schedule 1, Table A.
- b. The rates of pay are set out (and reviewed as required) in accordance with the Council's Skills Assessment System.
- c. The rates of pay, detailed in this Agreement, shall be varied consistent with salary movements through Council's salary system and any increases in the Local Government (State) Award 2007 or its successor.
- d. The rates of pay, as detailed in **Schedule 1** to this Agreement, have been determined in recognition of the establishment of a thirty-eight (38) hour seven

- (7) day roster, which eliminates the need to pay overtime for rostered work on weekends.
- e. Plant & Fleet Services employees shall be paid an allowance in recognition for the pattern of working hours which includes ordinary hours worked on Saturday and Sunday. As detailed in **Schedule 1**, **Table D**. This allowance shall operate in lieu of any variation to the Award which includes payment of a loading for working ordinary hours on Saturday and Sunday.

#### 6.2 Working Below Established Crew

- a. The parties to this Agreement are committed to improving the effectiveness of the service when staff are on extended periods of leave. Consistent with the principles where any staff member is absent for a period in excess of 4 weeks for all types of leave including, but not limited too, annual leave, long service leave, sick leave, workers compensation and suitable duties that stops a staff member from carrying out the full range of their duties, an allowance will be paid to each remaining staff member in accordance with Schedule One Table E of this Agreement
- b. This allowance will cover the extra workload and on call duties, including weekends, that each remaining staff member will be required to perform during extended periods of staff absences.
- c. It is Agreed that this allowance will be paid at a daily rate and will only be paid to those remaining staff members who attend work other than for a rostered day off.
- d. It is agreed by the parties to this Agreement, that the Plant & Fleet Coordinator may alter the roster system, in consultation with staff, to ensure the efficient operation of the workshop at these times.
- e. It is agreed that for periods of short term leave ie: up until 5 weeks, that each remaining member of either Team A or Team B, whichever is affected, will cover the additional On Call duties and that payment for this forms part of their current "Flexibility and On Call Allowance".

#### 7 Hours of Work

#### 7.1 Ordinary Hours

- a. Except as otherwise provided in an offer of employment, under this Agreement, Employees are required to work an average of 76 hours per fortnight (provided that Employees have at least four days off) and reasonable additional hours. Any reasonable additional hours worked will be paid at Employees' overtime rates.
- b. The actual hours worked by each Employee in a Team shall be established by agreements between the Manager or his/her nominee and the Team Leader. The actual hours will vary depending upon issues, such as but not limited to: seasonal requirements, special events, water restrictions.

- c. The hours of work for employees employed under this Agreement shall be as established in the roster schedule which is marked as **Schedule 3** to this Agreement. Employees when employed under this Agreement shall be assigned to either Team "A" or "B". Hours worked shall be consistent with the roster, except where varied by agreement. Work outside the agreed roster shall be overtime and paid consistent with the provisions of the Award.
- d. The parties acknowledge and accept that employees in consultation with the Team Leader and relevant Coordinator may swap shifts to suit personal circumstances. These shift changes shall not affect the service provided by the teams.
- e. Mechanical service will be available to Council from 5:00 am until 6:00 pm Monday to Thursday, 5.00 am to 5.00 pm Friday and from 6:00 am to 10:00 am on Saturday. The spread of hours worked to provide this level of service shall be based on an average of thirty-eight (38) hours week worked over a two week period consistent with the rosters, which are **Schedule 1** to this Agreement.
- f. A rotating on call roster worked equally by the Plant Team Leader and the three Plant Mechanics will cover the period between 5:00 am and 7:00 am from Monday to Friday and on Saturday and Sunday and all other times when staff are not rostered on. The on call payment will cover calls made at any time when "on-call". The on call roster is included in the hours rosters, which are **Schedule 3** to this Agreement.
- g. The mechanic on call shall have the use of the workshop breakdown utility to and from work and shall have a mobile phone to receive calls and to make emergency calls to either the Plant and Fleet Coordinator, towing company, or other emergency service. The mobile phone shall be switched on at all times when on call. The mechanic is required to respond to calls within 30 minutes. Payment for the on call rosters detailed in this sub-clause and in Schedule 1 are included in the aggregate rate for the position as detailed in Clause 6 Rates of Pay, of this Agreement.
- h. The Mechanic on call in the next week shall have the use of the workshop breakdown utility from the end of the shift on Friday (6:00 pm). The vehicle will be available for to and from work travel on Saturday and for each day between Monday and Friday.
- i. The hours of work for the Plant and Fleet Coordinator will be spread between 7:00am and 6:00 pm Monday to Friday. The Plant and Fleet Coordinator shall manage staffing levels within the workshop to ensure appropriate occupational health and safety standards are maintained.

#### 7.2 Additional Hours

a. Employees may not refuse to work any reasonable additional hours. In determining if additional hours are reasonable, all relevant factors will be taken into account, including:

- i. any risk to Employees' health or safety;
- ii. Employees' personal circumstances and family responsibilities;
- iii. the needs of the workplace;
- iv. the notice given by the Council of the additional hours, and by Employees of their intention to refuse it;
- v. whether any of the additional hours are on a public holiday; and
- vi. Employees' hours of work over the four weeks immediately before they were required or requested to work the additional hours.
- b. Unless Employees advise the Manager or relevant Coordinator that they feel any additional hours or shifts are unreasonable, upon being given notice of the additional hours; then the additional hours are deemed to have been accepted by them as reasonable, and they are deemed to have volunteered to work the hours and receive payment at their overtime rate.

#### 7.3 Shift Work

- a. Except as otherwise provided ordinary hours worked outside the span of 5 am to 6pm Monday to Friday shall attract 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the span of hours specified.
- **b.** Shift penalties shall be paid for ordinary work performed between Monday and Friday and shall not be paid on weekends.

#### 7.4 Overtime

- a. All overtime must be approved prior to it being worked.
- **b.** Except where otherwise agreed, all time worked by direction before or after ordinary hours shall be paid at the rate of time and a half for the first two hours and double time thereafter.
- c. Overtime worked on Saturday shall be paid at time and a half for the first two hours and double time thereafter. Any overtime worked after 12 noon on Saturday shall be paid at double time.
- **d.** Overtime worked on Sunday shall be paid for at double time.
- e. Overtime should be claimed within 10 days of being worked.
- f. Where there is prior agreement between the Council and the employee, an employee may elect time in lieu rather than being paid overtime rates.
- g. All time in lieu is granted equivalent to actual hours worked.

#### 7.5 Meal Breaks

- a. Employees shall have an unpaid meal break of at least 30 minutes within the first five hours of continuous work.
- b. In 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.

#### 7.6 Work Breaks

The parties have committed to work constructively to maximise the effectiveness of Council's operations. The long-term competitiveness of the services currently provided by Council employees is critical to ensure job security. The ability of the team to maximise production by minimising down time shall assist the team to achieve full schedule targets as well as providing maximum potential to achieve additional duty targets towards the productivity bonus:

- a. Breaks shall be taken in a manner, determined by the work teams, to minimise the disruption to the work flow. This may include flexibility in the time at which the break is taken and situations in which the break may be staggered through the team members.
- b. The break should be taken at the work site and arrangements for food and drink, to be consumed during the break, shall be made prior to the commencement of work or during the break.
- c. The Team Leader shall choose a work break site which has access to a toilet or amenities block
- d. The Team Leader shall be accountable to ensure the effectiveness of the team is maximised with respect to the flow of work across the morning tea break.

#### 8 Delegate's Rights

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

- a. The right to be treated fairly and to perform their role as union delegate without any discrimination in their employment;
- b. The right to formal recognition by the employer that endorsed union delegates speak on behalf of union members in the workplace;
- c. The right to bargain collectively on behalf of those they represent;
- **d.** The right to consultation, and access to reasonable information about the workplace and the business;

- e. The right to paid time to represent the interests of members to the employer and industrial tribunals;
- f. The right to reasonable paid time during normal working hours to consult with union members;
- g. The right to reasonable paid time off to participate in the operation of the union;
- h. The right to reasonable paid time off to attend accredited union education;
- i. The right to address new employees about the benefits of union membership at the time that they enter employment;
- j. The right to reasonable access to telephone, facsimile, photocopying, internet and e-mail facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union;
- k. The right to place union information on a notice board in a prominent location in the workplace;
- I. The right to take reasonable leave to work with the union.

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

#### 9 LG Award Terms and Conditions

For the purposes of this Agreement, the following terms and conditions of employment shall be in accordance with the terms and conditions set out in the Local Government (State) Award 2007 or its successor, or otherwise covered by Councils Policies & Procedures

- a. Redundancies
- b. Annual Holidays
- c. Long Service Leave
- d. Transferred Leave
- e. Personal and Carer's Leave
- f. Parental Leave
- g. Paid Maternity Leave
- h. Adoption Leave

- i. Compassionate Leave
- j. Termination of Employment
- k. Grievance and Dispute Procedures
- l. Public Holidays
- m. Code of Conduct

Schedule 1

Table A - Position Grade Ranges

Position	Grade Range A	Disability Allowance B	Tool Allowance C	Tool Flexibility and Sick Leave Allowance On-Call Payment Reduction Bonus D	Sick Leave Reduction Bonus E	Total Pay
Plant Team Leader	21 - 28	Yes	Yes	Yes	Yes	A+B+C+D+E
Plant Mechanic	13 - 20	Yes	Yes	Yes	Yes	A+B+C+D+E

Table B – Disability Allowance

\$12.31 per week	
All positions	

# Table C - Tool Allowance

Table D - Flexibility & On-Call Allowance

Position	Flexibility and On-call Allowance
Plant Team Leader	\$232.49 per week
Plant Mechanic	\$224.20 per week

Table E - Working Below established Crew

suc	\$24.00 per day
Maximum	\$120.00 per week

Schedule 2

Position	Grade	Weekly Rate
Plant Mechanic	13	\$809.10
Plant Mechanic	14	\$825.51
Plant Mechanic	15	\$841.59
Plant Mechanic	16	\$858.45
Plant Mechanic	17	\$875.66
Plant Mechanic	18	\$892.98
Plant Mechanic	19	\$910.19
Plant Mechanic	20	\$928.42
Plant Team Leader	21	\$946.42
Plant Team Leader	22	\$965.55
Plant Team Leader	23	\$984.45
Plant Team Leader	24	\$1,004.15
Plant Team Leader	25	\$1,024.08
Plant Team Leader	26	\$1,044.57
Plant Team Leader	27	\$1,064.95
Plant Team Leader	28	\$1,086.23

Note: The rates of pay in this Agreement shall be varied consistent with movements in the Local Government (State) Award 2007 or its successor and Council's salary system.

Schedule 3 - Mechanical Workshop Work Rosters

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		1 ucsuay	Wednesday	Thursday	Friday	Saturday	Sundan
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Mechanic 4	<b>Mechanic 4</b> 9:00am – 6:00pm	9:00am – 6:00pm	9:00am – 6:00pm   9:00am – 6:00pm	9:00am – 6:00pm	9:00am – 6:00pm	6:00am – 10:00am	Œ

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	Monday	3	RDO	Mechanic 2 9:00am – 6:00pm 9		On Call 5:00am - 7:00am 7:00am - 4:00pm			Mechanic 4 7:00am – 4:00pm
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	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
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Mechanic 2	On Call 5:00am – 7:00am 7:00am – 4:00pm	On Call 5:00am – 7:00am 7:00am – 4:00pm	On Call 5:00am – 7:00am 7:00am – 4:00pm	On Call 5:00am – 7:00am 7:00am –12:00pm	On Call 5:00am – 7:00am RDO	Off	ЭЩ
Mechanic 3	RDO	9:00am – 6:00pm	9:00am – 6:00pm	9:00am – 6:00pm	9:00am – 6:00pm	6:00am – 10:00am	Off
Mechanic 4	9:00am – 6:00pm	9:00am – 6:00pm	9:00am – 6:00pm	9:00am – 6:00pm	9:00am – 6:00pm	6:00am — 10:00am On Call	On Call
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	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Mechanic 1	RDO	9:00am – 6:00pm	9:00am – 6:00pm	9:00am – 6:00pm	9:00am – 6:00pm	6:00am –10:00am On Call	On Call
Mechanic 2	9:00am – 6:00pm	9:00am – 6:00pm	9:00am – 6:00pm	9:00am – 6:00pm	9:00am – 6:00pm	6:00am – 10:00am	Off
Mechanic 3	7:00am – 4:00pm	7:00am – 4:00pm	7:00am – 4:00pm	7:00am – 4:00pm	7:00am – 12:00pm	Off	ЩO
Mechanic 4	On Call 5:00am – 7:00am 7:00am – 4:00pm	On Call 5:00am – 7:00am 7:00am – 4:00pm	On Call 5:00am – 7:00am 7:00am – 4:00pm	On Call 5:00am – 7:00am 7:00am – 12:00pm	On Call 5:00am – 7:00am RDO	Off	ЭЩ

Signed by the parties on this $25$	day of <u>^</u> 20	VEMBER2009
SIGNED on behalf of WOOLLAHRA MUNICIPAL COUNCIL in the presence of	) ) ) —————————————————————————————————	Il Manager
Witness		
SIGNED on behalf of the NEW SOUTH WALES LOCAL GOVERN CLERICAL, ADMINISTRATIVE, ENERG AIRLINES AND UTLITIES UNION in the presence of Witness	Y, )	ral Secretary