

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/174

TITLE: Randwick City Council Operational Staff Enterprise Agreement 2003 - 2006

I.R.C. NO: IRC3/3770

DATE APPROVED/COMMENCEMENT: 28 July 2003

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA99/276

GAZETTAL REFERENCE: 10 October 2003

DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees employed in Infrastructure Maintenance and Construction by Randwick City Council who are located at the works depot, Storey Street, Maroubra and its Administrative Centre, located at 30 Frances Street, Randwick.

PARTIES: Randwick City Council -&- the Construction, Forestry, Mining and Energy Union (New South Wales Branch) , New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

Randwick City Council - Operational Staff Enterprise Agreement 2003 - 2006

Clause No.	Subject Matter
1	Title and Intention of the Parties
2	The Parties
3	Duress
4	Duration
5	Definitions
6	Relationship to the Award
7	Anti-Discrimination
8	Commitment to the Delivery of an Effective Service
9	Salary System
10	Disability Allowance
11	Pattern of Working Hours Loading
12	Working on a Roster which Includes Public Holidays
13	Work Break for Morning Tea
14	Payment of Accumulated Untaken Sick Leave
15	Parental Leave
16	Workers' Compensation Make-up Pay
17	Additional Annual Leave
18	Recording System for Absences
19	Local Work Area Agreements
20	Renegotiation of the Agreement

1. Title and Intention of the Parties

This Enterprise Agreement is made in accordance with the provisions of sections 29 to 47 of the *Industrial Relations Act* 1996, and shall be known as the Randwick City Council - Operational Staff Enterprise Agreement and shall provide the basis for determining certain features of the salaries and conditions of employment of operational staff as specified by this Agreement employed by Randwick City Council.

2. The Parties

The Parties to this Agreement are Randwick City Council (herein after referred to as Council), the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union and the Construction, Forestry, Mining and Energy Union (New South Wales Branch).

3. Duress

This Agreement has been entered into without duress by any party

4. Duration

The Agreement shall come into operation from the date of approval by the Industrial Relations Commission of New South Wales and shall remain in force for a period of three (3) years.

5. Definitions

Award:

Shall mean the Local Government (State) Award 2001, and any Award that succeeds this Award.

Council:

Shall mean the Randwick City Council.

Employee:

Shall mean, for the purpose of determining eligibility to the benefits of this Agreement, an employee who works in the Infrastructure Maintenance and Construction Division of Council, excluding the manager of that Division and the Operational Resources Coordinator.

Loading:

Shall mean the payment which occurs, in addition to the ordinary rate of pay fixed by the Salary System, for working a spread of ordinary hours which includes Saturdays and Sundays.

Ordinary Hours:

Shall mean those hours worked consistent with relevant provisions of the Award.

Union:

Shall mean the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union and the Construction, Forestry, Mining and Energy Union (New South Wales Branch).

Salary:

Shall mean remuneration for the employee's position as established through the process of Job Evaluation and the identification of essential skills at entry level as outlined in the position descriptions.

Salary System:

Shall determine the salary range for each employee employed by Council.

6. Relationship With the Award

- 6.1 This Agreement shall be read and interpreted wholly in conjunction with the Award.
- 6.2 This Agreement shall not affect the payment of Award based increases and there shall be no absorption of such increases for the purposes of this Agreement.
- 6.3 In the event of any inconsistency between the Award and this Agreement, the Agreement shall prevail to the extent of the inconsistency.
- 6.4 Where this Agreement is silent the Award shall prevail.

7. Anti-Discrimination

- 7.1 It is the intention of the parties bound by this Agreement to seek to achieve the object 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.
- 7.2 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 will 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.

- 7.3 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.
- 7.4 Nothing in this clause is to be taken to affect:
- (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;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 7.5 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

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the 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."

8. Commitment to the Delivery of an Effective Service

The matters detailed below reflect the commitment staff and management have achieved in reaching this Agreement as the basis for a range of effective and efficient Council services:

Council, by all actions within its power, offers security of employment to the operational staff during the term of this Agreement.

Employees will work diligently and effectively to maintain and enhance the service currently provided to the residents, businesses and visitors to the City of Randwick.

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.

Management will support and assist staff in the process of tendering for work, which is currently undertaken under contract.

Management will actively encourage employees to develop the skills necessary to effectively participate in the tendering process should work be subject to external market testing.

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.

Management and staff will work together in a team environment to ensure an 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.

9. Salary System

- 9.1 Employees shall be paid in accordance with the salary range for the Grade into which Council's Job Evaluation System places their position.
- 9.2 Progression through the salary system shall be through the successful completion of the course requirements as determined by the appropriate National Training Advisory Board, the acquisition and use of enhancing skills, or through superior performance.
- 9.3 The training which is required to complete National Training Programs will be undertaken by staff and 50% of this time will be paid by Council at the employee's ordinary rate of pay. Where the shift pattern worked by an employee creates difficulties with attendance at training, management will take all practicable steps to facilitate such attendance.
- 9.4 Employees shall be assessed at least annually or when they are required to use skills that would entitle them to progress in the salary system.
- 9.5 At the time of assessment, Council shall advise the employee of the skills and/or performance objectives required for the employee to progress to the next salary step and shall review the employee's training needs.
- 9.6 The method of progression through the Salary Levels relevant for the position shall be as determined by the parties and shall be included in explanatory documents for employees.
- 9.7 The training referred to in sub-clause 9.3 refers to career progression training rather than the training Council requires to be undertaken as an essential feature of the position. Training required by Council shall be undertaken during ordinary working hours.
- 9.8 The Salary System shall not include the disability allowance, which is paid consistent with the provisions of this Agreement, and other applicable Award allowances.

10. Disability Allowance

- 10.1 The special disabilities associated with work in the area teams, which includes cleaning and collecting and disposing of waste, has been considered by the parties in the negotiation of this Agreement. A disability allowance of \$19.30 has been agreed to reflect the average nature of the disability associated with the work performed.
- 10.2 This allowance shall be paid for all purposes of the Award and this Agreement but shall not attract any penalty. The allowance shall be increased consistent with movements in the Award disability allowances. This allowance shall be paid in lieu of the disability allowances detailed in the Award.
- 10.3 Multiskilled Workers and their Team Leaders employed in cleaning and maintaining Council's infrastructure and as a relevant proportion of their time are involved in collecting and disposing of waste, shall be entitled to be paid the allowance.
- 10.4 Employees engaged in waste operations shall continue to receive the disability allowance as provided in the relevant clause in the Award.
- 10.5 Employees who, prior to the signing of this Agreement, received the higher rate of disability allowance will continue to receive this payment.

- 10.6 Employees employed in Infrastructure Maintenance and Construction who are not included in sub-clauses 10.3, 10.4 or 10.5 shall receive a disability allowance consistent with the provisions of the Award.

11. Pattern of Working Hours Loading

- 11.1 The calculation of the loading shall be based on the following three categories of the time when the hours are worked.

- (a) Ordinary hours worked between midnight on Sunday and midnight on Friday shall not attract a loading.
- (b) Ordinary hours worked between midnight on Friday and midnight on Saturday shall attract a 25% loading.
- (c) Ordinary hours worked between midnight on Saturday and midnight on Sunday shall attract a 65% loading.

- 11.2 The method of calculation is then as follows:

Determine the ordinary time rate of pay for the position consistent with the rules of the salary system.

Divide the weekly rate of pay by 38 to determine an hourly rate of pay.

Determine the number of ordinary hours of work, which fall into each of the three categories.

Multiply the number of ordinary hours by the loading that applies to each respective category.

Add each of the categories together to determine the loaded rate for the ordinary hours of the position.

- 11.3 An example of this process of calculation is detailed below:

Ordinary time weekly rate of pay for the position = \$561.00

Hourly rate of pay = \$14.7632

Categorisation of hours:

30 hours in category 1.

4 hours in category 2.

4 hours in category 3.

Calculation of loading:

$30 \times \$14.7632 \times 1 = \442.90

$4 \times \$14.7632 \times 1.25 = \73.82

$4 \times \$14.7632 \times 1.65 = \97.44

Total = \$614.16

12. Working on a Roster which Includes Public Holidays

- 12.1 Where a Local Work Area Agreement provides for a seven day roster including work on Public Holidays the loading of the rates of pay for the positions employed within the area shall be calculated as follows:

Ten (10) public holidays are gazetted in New South Wales including Easter Saturday.

Union Picnic Day is not a public holiday and is not covered by the loading determined in this clause. The Picnic Day shall be provided consistent with the relevant provisions of the Award.

Assume that one an employee works half of the public holidays. In addition to the normal rate of pay add the following:

5 days when the public holiday is worked and paid at an additional time and one half = 7.5 days.

5 days when the public holiday is not worked, but is rostered off and therefore the employee is entitled to a day off in lieu. 5 days at ordinary time = 5 days.

Total = 12.5 days.

- 12.2 The method of calculation is then as follows:

Determine the ordinary time rate of pay for the position consistent with the rules of the salary system.

Multiply the weekly rate of pay by 52.17857 to determine an annual rate of pay.

Calculate the additional payment that results from working on the public holidays.

Divide the additional payment by the annual salary and convert into a percentage.

- 12.3 The results of this calculation are demonstrated in the following example:

Ordinary time weekly rate of pay for the position = \$561.00

Ordinary time annual rate of pay for the position = \$561.00 x 52.17857 = \$29,272.20

Hourly rate of pay = \$14.7632

Additional payment for working on Public Holidays = 12.5 x \$14.7632 x 7.6 = \$1,402.50

Calculation of loading:

$\$1,402.50 / \$29,272.20 \times 100/1 = 4.79\%$

Rounded to Two (2) Salary Points

- 12.4 Employees who are rostered to work on public holidays shall receive, in addition the other amounts determined through the Salary System and this Agreement, two salary points.

13. Work Break for Morning Tea

- 13.1 A principle outcome of the negotiation of this Agreement has been a commitment 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 custom and practice which has been adopted by some work teams for the taking of the morning tea has been identified as a significant impediment to achieving optimum effectiveness in service provision. The parties agree that the following principles shall apply to the taking of the morning tea break:-

- (a) The break will 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 will be taken at the work site and arrangements for food and drink, to be consumed during the break, will be made prior to the commencement of work or during the break.
- (c) A work team may agree to take the morning tea break adjoined to the lunch break or at the end of their shift in which case the break will be of fifteen (15) minutes duration.
- (d) The Team Leader will be accountable to ensure the effectiveness of the team is maximised with respect to the flow of work across the morning tea break.
- (e) The break will not in any circumstances, except where a work team makes an agreement consistent with point (c) above, be in excess of ten minutes. The period of the break shall be measured from the ceasing of work until the recommencement of work.

14. Payment of Accumulated Untaken Sick Leave

Operational Staff employed by Council prior to 14 February 1988 shall be entitled to payment of accumulated untaken sick leave on the basis as detailed in the table below.

PAYMENT OF ACCUMULATED UNTAKEN SICK LEAVE			
REASON FOR TERMINATION	EMPLOYMENT COMMENCED PRIOR TO 01/01/1974	EMPLOYMENT COMMENCED BETWEEN 01/01/1974 & 01/08/1981	EMPLOYMENT COMMENCED BETWEEN 01/08/1981 & 14/02/1988
Resignation	Total Untaken Sick Leave Accrued to 14/02/93	Nil	Nil
Retirement	Total Untaken Sick Leave accrued to 14/02/1993.	Total Untaken Sick Leave accrued to 14/02/1993.	260 days or Total Untaken Sick Leave accrued to 14/02/1993 (which ever is the lesser)
Ill Health	Total Untaken Sick Leave accrued to 14/02/1993.	Total Untaken Sick Leave accrued to 14/02/1993.	260 days or Total Untaken Sick Leave accrued to 14/02/1993 (which ever is the lesser)
Redundancy	Total Untaken Sick Leave accrued to 14/02/1993.	Total Untaken Sick Leave accrued to 14/02/1993.	260 days or Total Untaken Sick Leave accrued to 14/02/1993 (which ever is the lesser)
Death	Total Untaken Sick Leave accrued to 14/02/1993.	Total Untaken Sick Leave accrued to 14/02/1993.	260 days or Total Untaken Sick Leave accrued to 14/02/1993 (which ever is the lesser)
Council Decision Any reason except Misconduct.	Total Untaken Sick Leave accrued to 14/02/1993.	Total Untaken Sick Leave accrued to 14/02/1993.	260 days or Total Untaken Sick Leave accrued to 14/02/1993 (which ever is the lesser)
Misconduct	Nil	Nil	Nil

15. Parental Leave

- 15.1 Council is committed to providing a working environment that supports the needs of families. Parental leave is considered by Council to be an effective management practice designed to encourage staff to return to the workplace in order to retain skilled and experienced staff. Parental leave within this Agreement means paid maternity leave, parental leave and adoption leave.
- 15.2 The entitlement to paid maternity, parental and adoption leave shall be determined consistent with the provisions of the Award and Part 4 - Parental Leave of the *Industrial Relations Act 1996* but shall not extend the maximum period of leave as prescribed by the Act.
- 15.3 Primary Carer Leave
- Primary Carer Leave is leave taken by an employee in connection with the adoption of a child less than six (6) months of age, for whom the employee is the primary carer. Primary Carer Leave, in this Agreement, shall consist of an unbroken period of four (4) weeks at the employee's ordinary rate of pay.
- 15.4 Other Carer Leave
- Other Carer Leave is leave taken by an employee in connection with the birth of a child, or adoption of a child less than six (6) months of age, of the employee's spouse or partner. Other Carer Leave, in this Agreement, shall consist of an unbroken period of two (2) weeks at the employee's ordinary rate of pay.
- 15.5 Primary Carer and Other Carer Leave granted pursuant to this Agreement shall be considered as service with Council for all calculations of entitlements.

16. Workers' Compensation Make-Up Pay

- 16.1 An employee shall be entitled to workers' compensation make-up pay for the period of absence from work if such absence arises from circumstances which give right to payment to the employee of compensation under the *Workplace Injury Management and Workers Compensation Act 1998*, or any Act replacing or varying the provisions of that Act.
- 16.2 The period for which an employee shall be entitled to payment of workers' compensation make-up pay shall be fifty-two ordinary working weeks in respect of each particular injury and thereafter payment may be made at the discretion of Council.
- 16.3 Workers compensation pay under this clause shall be a sum equal to the difference between:
- (a) The amount of weekly compensation (including dependants allowances) to which the employee has become entitled under the relevant legislation, and
 - (b) The rate of pay for the employee as identified through Council's salary system and the provisions of this Agreement.
- 16.4 Where an employee recovers common law damages in respect of an injury arising in circumstances covered by the relevant legislation, the liability of the Council under this clause shall cease from the date of determination resulting from the employee recovering damages.
- 16.5 Where an employee has received a payment pursuant to this clause from an injury sustained by the employee under circumstances creating a legal liability in some person or organisation other than Council, and the other organisation is required to pay damages in respect to the employee, the employee shall forthwith refund to Council the amount of workers compensation make-up pay paid to the employee.

17. Additional Annual Leave

17.1 Employees covered by the provisions of this Agreement shall receive, in addition to the period of annual leave provided in the Award, three (3) days of leave in each year of service.

17.2 The additional annual leave shall be taken consistent with the annual leave provisions in the Award.

18. Recording System for Absences

As a feature of the changes in operational arrangements a Free Call answering machine has been installed to allow employees to ring a designated telephone number to advise of absences or lateness. Employee who will be absent or late are required to ring the designated number and indicate the expected period of absence or the time until their expected arrival at work.

19. Local Work Area Agreements

19.1 The parties to this Agreement will review operations on an ongoing basis, with the view to providing enhanced flexibility and efficiency. The relevant Union shall be advised prior to the commencement of negotiations.

19.2 The Award and this Agreement shall apply unless varied either expressly or impliedly by such Local Work Area Agreement, provided that:

- (a) The agreement has been genuinely arrived at by negotiation without compulsion;
- (b) Such agreement is consistent with the current wage fixation principles;
- (c) Such agreement is to provide not less than the entry level rate of pay as determined by Council's Salary System;
- (d) Such agreement is processed in accordance with subclause 19.3.

19.3 Local Work Area Agreements shall be processed as follows:

- (a) Any agreement reached shall be committed to writing and shall include a date of operation and date of expiration;
- (b) The agreement shall be signed by the Council and the relevant Union(s) and a copy shall be forwarded to the Lgov.

19.4 Local Work Area Agreements determined through the process detailed above shall be treated as appendices to this Agreement.

20. Renegotiation of the Agreement

The parties to this Agreement shall meet to renegotiate the provisions contained herein six (6) months prior to the date of its cessation. Should there be no agreement between the parties the existing provisions shall remain in force until rescinded by the making of a new Enterprise Agreement.

SIGNED on behalf of)
 RANDWICK CITY)
 COUNCIL)
 in the presence of) _____ General Manager

Witness

SIGNED on behalf of the)
NEW SOUTH WALES LOCAL GOVERNMENT,)
CLERICAL, ADMINISTRATIVE, ENERGY,)
AIRLINES AND UTILITIES UNION)
in the presence of)

_____)
General Secretary

Witness

SIGNED on behalf of the)
CONSTRUCTION, FORESTRY, MINING)
AND ENERGY UNION,)
(NEW SOUTH WALES BRANCH))
in the presence of)

_____)
Secretary

Witness