

REGISTER OF

ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/215

TITLE: Bankstown Civic Services Group - Civic Electricians - Enterprise Agreement 2003

I.R.C. NO: IRC4/3919

DATE APPROVED/COMMENCEMENT: 16 July 2004

TERM: 36 months

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE: 7 August 2004

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of CSG who work for Civic Parks and Building Services, Level 5, 41-45 Rickard Road, Bankstown, NSW, are classified as Civic Electricians and fall within the coverage of the Local Government (State) Award

PARTIES: Bankstown Civic Services Group -&- the Electrical Trades Union of Australia, New South Wales Branch

BANKSTOWN CIVIC SERVICES GROUP CIVIC ELECTRICIANS ENTERPRISE AGREEMENT 2003

1. Title

This Agreement shall be known as the "Bankstown Civic Services Group - Civic Electricians - Enterprise Agreement 2003".

2. Arrangement

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3. Purpose of this Agreement

The purpose of this Enterprise Agreement is to provide persons employed as Electricians within the Civic Parks and Building Services Business Unit with equitable employment conditions and so have their employment regulated by the Local Government (State) Award.

4. Definitions

- a) CSG - Civic Services Group (the commercial division of Bankstown City Council).
- b) Civic Electricians - employees of CSG who work for the Civic Parks and Building Services business unit who are employed and classified as electricians, apprentice electricians or Team Leader - Electrical.
- c) The Award - the Local Government (State) Award, as from time to time amended.
- d) The organization - Refers to both CSG and Bankstown City Council

5. Parties Bound by this Agreement

- a) This Agreement shall be binding upon:

- i) All persons employed by CSG who work for Civic Parks and Building Services who are employed and classified as Civic Electricians.
 - ii) Civic Parks and Building Services, (a division of the Civic Services Group);
 - iii) Civic Services Group; and
 - iii) The Electrical Trades Union of Australia, New South Wales Branch.
- b) All the parties freely entered into this Agreement without duress.

6. Life of the Agreement

- a) This Enterprise Agreement shall commence from the date of certification and will remain in force for 36 months.
- b) The terms and conditions of this Agreement will continue to exist after the end of this period until a new Agreement is negotiated. Alternatively any party to the Agreement may terminate the Agreement after its expiry by advising the other parties in writing and providing at least 3 months notice.
- c) Upon termination of this Agreement, employees' terms and conditions of employment, excluding wages, will revert to those immediately preceding the Agreement. However, these conditions may be varied by mutual consent of the parties.
- d) The parties may at any time during the life of this Agreement mutually agree to terminate this Agreement. This may only occur where the parties have followed the grievances and disputes procedure. The Agreement will terminate when the Industrial Registrar has been given written notice of the approval to terminate or of the service of the notice of the intention to terminate.
- e) If, during the life of this Agreement, the Award and the Local Government (Electricians) Award are combined, this Agreement will continue in existence for the period specified in Clause 6a.

7. Application of the Local Government (State) Award

- a) During the life of this Agreement, the Electricians bound as parties to this Agreement will have their employment regulated by the Local Government (State) Award, as from time to time amended.
- b) The parties agree that employees will not have any access to any benefit or entitlement from the Local Government (Electricians) State Award.

8. Relationship with other Awards and Agreements

- a) This Enterprise Agreement shall be read and interpreted in conjunction with the Local Government (State) Award and any applicable Civic Services Umbrella Enterprise or Council Agreement that may exist during the life of this Agreement.
- b) In the event of any inconsistency between the Award/ Umbrella Agreement and this Agreement, this Agreement shall prevail to the extent of the inconsistency.
- c) Where this Agreement is silent, the Award/Umbrella Agreement shall apply.
- d) This Enterprise Agreement shall be read in conjunction with the 'Bankstown Civic Services - Asbestos Removal - Council Agreement 2003' while this Council Agreement exists in operation.

9. No Extra Claims

All parties covered by this Agreement agree that no further claims will be made on CSG during the life of this Agreement. The only exception to this is pay increases and award variations made in line with the Local Government (State) Award.

10. Hours of Work and Overtime

- a) The ordinary hours of work for employees will be 38 hours per week between Monday and Friday inclusive. Where a Rostered Day Off (RDO) is selected ordinary hours worked will be 40 per week from 7:00am till 3:30pm. In addition CSG reserves the right to vary or cease the rostered day off scheme where the rostered day off scheme is altered or removed across the organization and after discussion with the ETU.
- b) By agreement between the parties, the ordinary hours of duty may extend beyond the hours and/or days provided for in a) above.
- c) Where employees are required and directed to work overtime hours they will be paid in accordance with the Award.

11. Breaks

- a) An unpaid break of 30 minutes shall be taken each eight hour day. The 30 minutes is inclusive of any time taken to travel to the lunch site.
- b) Staff may take morning tea breaks, when circumstances of the job allow for it. Morning tea breaks must be no longer than 10 minutes in duration. Staff must remain at the job site for the entire break, unless they require access to amenities (such as toilets and hand-washing facilities). Management will, where possible, provide these facilities at the job site or provide access to suitable facilities.

12. Rostered Days Off

- a) A Rostered Day Off (RDO) system is available to all employees on the basis of one RDO for every four weeks worked, up to a maximum of twelve (12) per year.
- b) The employees covered by this Agreement are able to bank, or store up, up to a maximum of three (3) Rostered Days Off (RDO's).
- c) The monitoring of the untaken RDO's will be the responsibility of the Team Leader. If there is a dispute as to the number of RDO's accumulated, the Grievance and Disputes procedure must be followed.
- d) The banked RDO's will be taken at a time mutually convenient to both the employee and the Civic Electricians team. Application to take banked RDO's must be made in advance, be approved by the Team Leader and be made on the 'Application for Leave' form.
- e) When determining an application to access banked RDO's, the Team Leader must ensure that there are sufficient team members remaining at work to ensure works required are completed and the safety of all staff is maintained.
- f) The banked RDO's can be taken as together or as separate days.
- g) All banked RDO's must be taken by 31 January each year.
- h) If the Team Leader is to be absent for three banked RDO's, the Business Manager will determine whether a team member will be required to act in their position.

13. Sick Leave

- a) Where an employee is unable to attend work due to illness or injury they will be entitled to paid sick leave on the following basis:
 - i) For employees engaged prior to 1 July 1995 and after 60 months service - 18 days per annum.
 - ii) For all other employees employed on or after 1 July 1995 - 15 days per annum.

- b) Employees shall be paid for sick leave in accordance with the above amounts provided that:
 - i) The organisation is justified that the sickness justifies the time off.
 - ii) That the illness did not arise from engaging in other employment
 - iii) That proof of illness to justify payment shall be required after two (2) days absence or after three (3) separate periods in each service year; and
 - iv) When requested, proof of illness shall indicate the employee's inability to undertake their normal duties.

14. Bereavement Leave

Employees will be entitled to 3 days bereavement leave for those persons and for the circumstances specified in the Bereavement Leave clause in the Award, currently being Clause 18F(ii).

15. Salary Structure

- a) Rates of pay will remain as set out in the CSG salary system.
- b) Employees will continue to receive the Industry Allowance as specified in the Local Government (Electricians) Award.

16. Tool Allowance

- a) CSG will pay the employees a tool allowance as specified by the Award.
- b) This allowance is to be used by employees to purchase the tools necessary to perform the work of an electrician. Employees are required to take all reasonable precautions to secure their tools from theft, loss etc

17. Performance Reviews & Targets

- a) Each employee will have a performance review at a minimum every twelve months. These reviews will be carried out as per CSG's "Employee Development and Review System" (CHR OP 002-03).

18. Documentation

- a) Employees are required to complete all documentation necessary for the effective performance of their duties, as required under contract and to assist with managing the works.

19. Matters of General Application

- a) Anti Discrimination, Equal Employment Opportunity and Occupational Health and Safety matters are adopted from the provisions set out in the Award

20. Grievance and Disputes

- a) Grievances relating to this Agreement shall be dealt with in accordance with CSG's Employee Grievance Policy and Procedure as from time to time amended. A copy of this Policy and Procedure are attached to this Agreement as Appendix A and B.
- b) Any disputes relating to this Agreement shall be dealt with in accordance with the Grievances and Disputes clause in the Award.

21. Signatories to the Agreement

The following parties agree to abide to all clauses outlined in this document between Civic Electricians, the Bankstown Civic Services Group, Bankstown City Council and the ETU.

_____ The General Manager Bankstown City Council	_____ 16 / 06 / 04 Date
_____ The Group Manager Bankstown Civic Services Group	_____ 15 / 06 / 04 Date
_____ The Electrical Trades Union of Australia New South Wales Branch.	_____ 07 / 06 / 04 Date

APPENDIX A

Employee Grievance Policy

1.1 Application

This policy is applicable to all employees employed by the organisation, whether they are full-time, part-time, temporary or casual staff.

This policy applies to all employees of Bankstown City Council, which includes those staff of the Civic Services Group.

1.2 Purpose of Policy

Our organisation aims to foster good relations amongst employees and between employees and management.

The purpose of this policy and associated procedure is twofold:-

- 1) assist employees to reach a successful resolution of their work-related complaints or problems, referred to as grievances.
- 2) ensure that a consistent approach to grievance resolution is adopted throughout the organisation.

A grievance under this policy and associated procedure does not include situations relating to discrimination or harassment. These are covered under the EEO and Harassment Grievance procedure.

2. Definitions

- a) What is a grievance?

The organisation appreciates that the enjoyment employees experience at work is affected by the behaviour or actions and/or decisions of others. In some circumstances the grievance may relate to the behaviour and/or actions of the organisations customers

Sometimes the behaviour or actions and/or decisions of Council, management or other employees, may cause an employee to feel wronged. Any work-related complaints or problems that employees have because of the behaviour or actions and/or decisions of others are called grievances.

A grievance can also be anything done or not done by management or other employees which employees feel affects them or other staff members unfairly or unjustly or causes employees to feel upset.

3. Policy

The organisation recognises the right of an individual to raise any concern about work-related issues and expect a prompt and fair response. Employees are encouraged to access the grievance process (as outlined by this policy and associated procedure) in situations where employees feel aggrieved as a result of the behaviour or actions and/or decisions of Council, management or other employees, and in some circumstances the customers of the organisation.

Every attempt will be made to resolve workplace grievances at the lowest possible level, as quickly and as fairly as possible.

The confidentiality and integrity of every person involved in the grievance will be maintained as far as possible and practicable. If it is determined that a breach of confidentiality has occurred, disciplinary action will be undertaken.

Any employee can lodge a grievance without threat of ill-treatment, revenge or prejudice (commonly known as victimisation). Victimisation of any person involved in either the actual grievance, or in assisting in the resolution of the grievance, will not be tolerated. Should any staff member involved in the grievance or the resolution of the grievance be subject to victimisation, disciplinary action against the perpetrator will be implemented.

Deliberately lodging a frivolous or malicious grievance will not be tolerated. If it is determined that a grievance of this nature has been made, disciplinary action will be undertaken.

Work will continue in accordance with the practices existing prior to a grievance or dispute being lodged. This is subject to health and safety considerations or other agreed arrangements, whilst the grievance or dispute process is in progress.

Nothing in this policy prevents or restricts the organisations ability to undertake disciplinary action against any employee of the organisation for whatever reason.

Language and Sign Aides are available and should be used where necessary. Only professional interpreters should be used in order to minimise risks to privacy and error. If an interpreter is required, please contact Human Resources.

Where this policy differs from a signed Council Agreement or a registered Enterprise Agreement, that Agreement shall prevail to the extent of any inconsistency.

4. Related Documents

This policy must be read in-conjunction with:

Employee Grievance Procedure

5. References

Counselling, Discipline and Termination of Employment Policy and Procedure

EEO and Harassment Grievance Procedure

6. Variations

Bankstown City Council reserves the right to review, vary or revoke this policy.

APPENDIX B

Employee Grievance Procedure

1.1 Application

This procedure is applicable to all employees employed by the organisation, whether they are full-time, part-time, temporary or casual staff.

This policy applies to all employees of Bankstown City Council, which includes those staff of the Civic Services Group.

1.2 Procedure Aim

The aim of this procedure is to resolve work-related employee grievances at the lowest possible level within the organisation.

2. General Guidelines

- 1) In carrying out their responsibilities to resolve the grievance, the parties have an obligation to:
 - Establish and verify the facts
 - Maintain confidentiality, as far as possible
 - Initiate or recommend actions to prevent the grievance recurring
- 2) At any stage of this procedure, the employee/s may be represented by a union representative or other appropriate witness. The organisation may also seek appropriate representation.
- 3) It is preferable that all steps in this procedure are exhausted before an external party is involved, however at any time in this procedure, either party may notify the Industrial Registrar of the existence of a dispute.
- 4) Work will continue in accordance with the practices existing prior to a grievance or dispute being lodged. This is subject to health and safety considerations or other agreed arrangements, whilst the grievance or dispute process is in progress.
- 5) Nothing in this procedure prevents or restricts the organisations ability to undertake disciplinary action against any employee of the organisation for whatever reason.

3. Procedure

Every attempt will be made to resolve workplace grievances at the lowest level possible, as quickly and as fairly as possible. Each step within this procedure is to be followed, with a genuine attempt at resolution, before the aggrieved party takes further action. No matter will proceed past step C until all reasonable attempts to resolve the grievance have been explored and applied.

A. Person to Whom You Directly Report

An employee should in the first instance discuss any work-related problem or complaint with the person to whom they directly report.

If the problem or complaint concerns the person to whom the employee directly reports, the grievance should be lodged with the manager of that person or Human Resources.

B. Manager

Should the matter not be resolved in step A, the employee should notify their Manager in writing of the nature of the grievance or dispute and the remedy sought.

A meeting will be held between the employee, the Team Leader (if appropriate), the Manager, and if requested, the employee's representative, within two working days of receiving written notification.

In attempting to reach a reasonable resolution, the Manager may approach Human Resources for advice and assistance. Human Resources may also be involved in meetings and the resolution process. It is recognised that a successful resolution may take several meetings to achieve.

An appropriate record of any interview shall be recorded for filing. Any resolutions agreed shall be documented and given to the aggrieved party in summary for their record.

C. Group Manager

If agreement cannot be met, the grievance may be taken to the Group Manager. The employee must notify the Group Manager of the nature of the grievance or dispute and the remedy sought, and the progress of the matter to this point, including reasons why the employee is not satisfied with the suggested means of resolution from A and B above. The Group Manager will request the same information from the relevant Manager and/or Human Resources.

A meeting will be conducted by the Group Manager, and where requested, a representative from Human Resources, the employee, and any other relevant parties, including the employee's representative if the employee so chooses. This meeting will take place within seven working days of notification to the Group Manager. The Group Manager will listen to the case in question and make a decision on the matter.

D. General Manager

If the Group Manager is unable to resolve the grievance, the General Manager may become involved. Only where all other avenues have been exhausted and no resolution has been reached, will the General Manager become involved.

The General Manager will review all relevant material in relation to the grievance or dispute and make a final decision on the matter.

The employee will be advised of the outcome in writing.

4. Related Documents

This policy must be read in-conjunction with:

Employee Grievance Policy

5. References

Local Government (State) Award 2001

Counselling, Discipline and Termination of Employment Policy and Procedure

EEO and Harassment Grievance Procedure

6. Variations

Bankstown City Council reserves the right to review, vary or revoke this policy.