

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/288

**TITLE: Leichhardt Council Parks and Streetscapes Team
Enterprise Agreement 2004-2006**

I.R.C. NO: IRC4/5240

DATE APPROVED/COMMENCEMENT: 10 September 2004 / 1 September 2004

TERM: 24

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 5 November 2004

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Leichhardt Council, located at 7-15 Wetherill Street, Leichhardt NSW 2040, who fall within the coverage of the Local Government (State) Award 2001

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

LEICHHARDT COUNCIL PARKS AND STREETSCAPES TEAM ENTERPRISE AGREEMENT 2004-2006

The Agreement shall come into operation from the first full pay period to commence on or after 1 September 2004 and shall remain in force until 1 September 2006 or until such time as this agreement is rescinded or there is a further Enterprise Agreement.

Arrangement

Clause No.	Subject Matter
1.	Title and Objectives of the Agreement
2.	The Parties
3.	Duress
4.	Anti discrimination
5.	Incidence and Duration
6.	Glossary of Terms - Definitions
7.	Objectives and Performance Targets
8.	Spread of Hours
9.	Starting and Finishing on the Job
10.	Overtime
11.	Training
12.	Selection Process
13.	Leave
14.	Disputes and Grievance Resolution
15.	Workplace Culture
16.	Values
17.	Customer Service
18.	Labour Flexibility
19.	Occupational Health and Safety in the Workplace
20.	Next Agreement - Commitment to Negotiate

1. Title and Objectives of the Agreement

1.1 This agreement shall be known as the Leichhardt Council Workplace Agreement for the Parks and Streetscapes Team and provides a basis for working together in achieving demonstrated performance outcomes, Ensuring compliance with Occupational Health and Safety Guidelines, Quality Assurance and Customer Service.

1.2 This agreement provides an opportunity for improved remuneration, employment security linked to productivity gains and competitive services. The purpose is to allow change in the quality, efficiency and productivity of Leichhardt Council and improve Customer Service. It is about self supporting teams striving with management for service improvement and this is supported by management through the provision of technological assistance and staff involvement in the decision making process. Staff must therefore be willing to embrace the concept of a fair day's work for a fair day's pay. Staff are to treat the work as if it was their own business and as if their livelihood depended on their success with the customer.

1.3 This agreement aims to achieve the following objectives (See also section 6):

To establish a positive direction for the future by working together with improved productivity and being competitive in the cost effectiveness and quality of the services provided.

Provide flexible, safety conscious, "can do" teams to meet the needs of customer, employees and the Council and adapt to the changing needs of local government

Establish co-operative teamwork between management, employees and amongst employees themselves regardless of teams or sections they may work in

To improve employee remuneration through competitive services, achievements in productivity and safety, increased skill levels, reduced absenteeism and performance management

To increase employee satisfaction through continuously improving employee relations, working arrangements, methods and processes of work

2. the Parties

The Parties to the Agreement are Leichhardt Council (herein after referred to as the Council) and the United Service Union (USU).

3. Duress

3.1 This Agreement was freely entered into, without duress, by all parties who support and endorse the provisions contained herein.

4. Anti-Discrimination

- a) 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 responsibilities as a carer.
- b) 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 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 this Agreement, which, 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) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*.
 - (iii) a party to this Agreement from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
 - (iv) 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."

5. Incidence & Duration

5.1 This Agreement applies to employees within Parks and Streetscapes staff of Leichhardt Council.

- 5.2 This Agreement shall be for a duration of 3 years and it is effective from the first full pay period to commence on or after 1September 04 until 1September 2007. It shall remain in force after this time until it is rescinded or there is a further Council Agreement.
- 5.3 This Agreement shall operate to provide the special conditions of employment detailed herein and is to be read and interpreted wholly in conjunction with the Local Government State Award 2001 or it's successor. All Award increases will apply to this Agreement on the same effective date as the Award. This Agreement continues to regulate the terms and conditions of employment of employees, provided that where there is any inconsistency between this Agreement and the aforementioned Award, this Agreement shall prevail to the extent of inconsistency.

6. Glossary of Terms - Definitions

- 6.1 Area: Shall mean the defined geographic region in which the designated crew has the responsibility for maintaining. The coordinator can modify the boundaries of this area in order to improve operational effectiveness.
- 6.2 Award: Shall mean the Local Government (State) Award 2001, or any Award which succeeds that Award, which provides salaries and conditions for the employees of the Council.
- 6.3.1 Cycle : Is the completion of all tasks that need to be done as a minimum every month such as mowing, edging, weeding, sweeping, reporting of overgrown weeds in Contractors area and reporting of maintenance items for repair for each Area Based team's designated area.
- 6.4 Pool system: The parties shall exchange letters at the signing of the agreement whereby the staff establishment will be agreed. Should the staff establishment be reduced due to resignations / retirements in the winter period the cost savings will be allocated to the employment of additional casual or part-time placements in the peak period.
- 6.5 Quality Assurance As part of Council's Quality assurance program at the end of each day every Team Leader will submit a list of streets and works that have been completed for the day highlighting any areas that weren't completed satisfactorily. The coordinator will randomly inspect the site within 24 hours and mark off on the quality control sheet whether the work was completed satisfactorily. This will form part of the performance targets.
- 6.6 Quality Control Sheet. This sheet breaks the area into segments which the Team Leaders fill in on a daily basis and the coordinators randomly mark off the standard of work.
- 6.7 Quarterly Works Program: Is the list of projects developed by the Team Leader in conjunction with their coordinator for those works that are not required to be undertaken every month (eg tree pruning, garden bed maintenance, tree planting, landscaping, etc). These works are to be undertaken by the Area Base Team in addition to the regular tasks on each cycle. These works are to be approved by the Parks and Streetscapes Manager at the beginning of each financial quarter.
- 6.8 Team Leader Meetings: These are to be held on a monthly basis by the Manager Parks and Streetscapes, Co-ordinators, with all Team Leader and representatives from main street cleaners and plant operators. Everyone needs to actively participate in these meetings by making suggestions for work place improvements, raising difficulties encountered in the past month and by bringing documentation to the meeting on OH&S, outstanding works (GEAC) requests and weeds infestations that are part of specification in a contractors area.

7. Objectives and Performance Targets

7.1 General

The parties to this agreement recognise that certain principles will be adopted in the areas of work that underlay this agreement. They are:

1. Staff will operate as a team for an identified area and will undertake basic maintenance on plant items and planning work (based on scheduled runs).
2. Staff who agree to an early starting time or an extended finishing time due to workloads, weather or events and where more than a normal working days hours are worked shall be granted time in lieu in line with the award. (Hour for hour).
3. All allowances will be absorbed in the total rate (Annualised Salary).
4. All staff will be part of one large Area Base Team and may be directed to work on various teams as required after consultation but the final decision is the coordinators. Staff will be required to take a flexible, multi skilled approach to work including refueling, towing, changing of tyres (in the appropriate environment, and with the appropriate equipment), use of all plant and machinery (once deemed competent). All staff will be required to fill in on other crews and perform other duties as and when required.
5. Staff agree to be flexible to rostering and the nature of duties in order to get the job done.
6. The teams are responsible in consultation with their coordinator for the job and will work within the set spread of hours as referred to in clause 8 of the agreement and do whatever it takes to do the job. They should take pride in their area and job, apply initiative, be self starters, undertake their own planning, seek to achieve a reduction in absenteeism, sick leave, workplace accidents and injuries, workers compensation rates and customer/resident complaint ratios.
7. Teams will be required to fill out the appropriate forms to assist with the monitoring of various work systems such as reporting of faults and dangerous situations in streets and parks, project works, roster sheets, timesheets and park inventory information.
8. Teams will be required to develop a quarterly works program in conjunction with their coordinator. This must be completed at the beginning of each financial quarter and indicate the additional works that will form part of each cycle.
9. Staff are eligible for a bonus for achievement of quality performance targets by their team. An amount of \$300 per half year is payable to each team member based on successful assessment and involvement in the team for the whole period. (see 6.3)
10. Staff will sign and adhere to customer service level standards
11. Reduced down time in the working day
12. Meet environmental standards

7.2 Quality Assurance Guarantee

Each cycle/visit must include as a minimum mowing, edging, weeding, sweeping, reporting of overgrown weeds in Contractors area and reporting of maintenance items for repair for each Area Based team's designated area. Each cycle is to be undertaken in accordance with the quality control sheet for the area unless by agreement with the Co-ordinator.

Each cycle is to be supplemented with additional projects from the quarterly works program in agreement with the Co-ordinator (i.e. tree planting, low level pruning, mulching).

The frequency of each cycle is to be every three weeks in summer and every four weeks in winter.

Main streets are to be cleaned on a weekly schedule.

The Team Leader is to record the date the area was cleaned and note any locations that are not to specification.

Coordinators are to randomly check the areas within 24 hours of completion and note level of satisfaction on quality control sheet. They shall also keep Team Leader informed of irregularities.

The Manager Parks and Streetscapes is also to randomly check work and note level of satisfaction on quality control sheet.

Each team will respond within 24 hours for the removal of reported rubbish dumps and within 1 hour for the removal of a dead animal or offensive matter.

The Manager Parks and Streetscapes is to inspect and provide feedback to staff, for all parks, main streets and garden beds on a quarterly basis on the standard of work as well as adding any projects to quarterly works program.

Unforeseen circumstances beyond the control of the Team will be taken into consideration

7.3 Performance Bonus

A bonus scheme will exist for each employee as part of a team. It will be based on a satisfactory level of quality assurance and customer service measured by the following team performance targets criteria. A six monthly payment of \$300 will be made on the successful achievement of all indicators.

Coordinator satisfied with 95% of the works completed on each cycle.

Coordinator is satisfied with productivity of work team considering the number of staff on team and the incidents of additional reporting responses (7.2).

Regular reporting of maintenance items throughout each cycle.

Adhere to Customer Service Standards.

Satisfactory development of quarterly works program.

No disciplinary actions taken during the time period.

No safety or environmental breaches during the time period

Co-ordinators are to keep staff informed on a monthly basis or more regularly if necessary if performance is unsatisfactory or sick leave becomes excessive.

7.4 Duties for Area Based Team Crews - (Including Tree Crew, Parks Crews, Garden Bed Crew and Park Attendants and Groundsman).

1. All Staff will work to an agreed area based crew schedule which includes:

Mow, whipper snip, edge and clean up grass verges and parks in each cycle.

Sweep streets and lanes including gutters, tops of grated storm water drains and footpaths each cycle.

Weed garden beds and remove weeds in streets with grass verge in each cycle.

Remove small rubbish dumps as instructed.

Remove minor graffiti (with equipment supplied) off Council property, seats, garbage bins, playground equipment etc.

Low Level street tree pruning for safety clearance whilst undertaking mowing and clean up work.

Planting and mulching of trees and shrubs in streets and parks.

Herbicide spraying as directed (qualified staff only).

Undertake minor landscape works.

Undertake small plant maintenance eg changing blades on mowers and edgers, changing spark plugs etc (appropriately skilled staff only).

Operating street cleaning machines.

Maintenance and renovation of active sport fields.

Reporting maintenance items for repair or improvement in all areas of Council assets and activities.

2. Undertake project works such as garden bed construction, minor landscape works, path restoration and park furniture refurbishment etc. which will be programmed throughout the year as part of the quarterly works program.
3. Carry out daily safety checks on all plant and equipment prior to it being used on the job.
4. Take any unsafe or broken down plant into the mechanical services workshop and fill out the appropriate book in and sign out forms.
5. Dispose of all collected material at Council's weekend tip in the correct bins (or as otherwise directed) and maintain daily documented estimates of tipped materials.
6. Separate white goods and green waste from other collected rubbish.
7. Organise complaint works to be undertaken within close proximity of each other to minimise travelling time. Work runs should not be interrupted for complaint work unless instructed by coordinator. However dumps must be attended to within 24 hours of being advised and safety complaints (eg fallen tree, dead animal) immediately.
8. Adjust work practices for new operations from time to time. Advise on prospective operational work improvements.
9. Immediately report any illegal dumps.
10. Relieve in other area base crews when requested.
11. Carry out minor truck maintenance (eg tyre changing, routine service requirements etc) with the proper equipment.
12. Train other staff to operate equipment.
13. The Team will complete the appropriate daily run sheets outlining the streets and areas cleaned, verges mown, the equipment used, any damaged street furniture, signs or dangerous fixtures and fittings and the staff working in that crew that shift. These sheets are to be handed to your designated Parks & Streetscapes Coordinator at the conclusion of each shift. In the case of emergency works, these are to be reported to the Coordinator immediately and the area made safe by means of barricades.

14. Carry out all duties were practical during wet weather (including street sweeping, cleaning top of grated drains, weeding, safety training, maintenance of small plant, carrying out park inventory inspections etc).

7.5 Team Leaders

1. In addition all Team Leaders are expected to:

Lead by example and ensure that their team is productive all day. This includes planning the day so that extra trips are not required to the depot for equipment and materials and that the staff have work to do whilst the driver goes to the tip.

Ensure that the team adheres to set hours in the EBA unless they are changed for that day in agreement with the coordinator.

Develop a quarterly works program for their areas in conjunction with their Co-ordinator,

Strive to ensure that the team provides a service that would be competitive with any contractor.

Submit on a daily basis completed works to co-coordinators highlighting any areas that are not up to standard.

Actively participate in monthly Team Leader meetings and have the appropriate documentation such as weed lists, team members concerns and outstanding OH&S matters ready for dissemination in this forum. Meet with their team within 2 working days of this meeting and convey any information to the team members as well as discuss items on safety, risk management and work place improvements.

7.6 Litter Bin Crew -

1. Empty street, park and dog litterbins on an agreed schedule or as directed by the coordinator. The works within the agreed schedule should include at a minimum the following points.

Empty litter bins in streets and all shopping centres at least daily (Mon. to Fri inclusive) and in all parks at least twice weekly (Mon. to Fri inclusive).

Empty all dog tidy bins and restock dog poo bag dispensers at least twice weekly (Mon. to Fri inclusive) in all parks.

Empty high usage litter and dog tidy bins and restock dog pooper bag dispensers more frequently (Mon. to Fri inclusive).

2. Dispose of all collected material at Council's weekend tip (or as otherwise directed) and maintain daily documented estimates of tipped materials.
3. Undertake a spraying and disinfectant program for dog tidy bins weekly as well as monthly flea and parasite treatment to the bins and at least to 5 square metres of area surrounding the bins.
4. Clean and disinfect litter bins in addition to regular bin run. The program for this is to form part of bin wagon's quarterly works program and is to be prepared in conjunction with the coordinator.
5. Organise complaint works to be undertaken within close proximity of each other to minimise travelling time.
6. Renew all litterbin liners and dog tidy liners/bags as required. Arrange for adequate liner and bag stocks at all times.

7. Remove minor graffiti from bins
8. Immediately record and report any damaged and/or missing bins and liners.
9. Adjust work practices for new bin types and locations from time to time, including possible collection of recyclable materials. Advise on prospective locations for new litter and/or dog bins.
10. Immediately report any suspected illegal usage of litter bins (eg local shops trade waste).
11. Complete the appropriate daily run sheets outlining the streets and parks treated, the equipment used, any damaged bins, street furniture, signs or dangerous fixtures and fittings. These sheets are to be handed to the Leichhardt Depot Parks & Streetscapes Coordinator at the conclusion of each shift.
12. Undertake daily safety checks on all plant and equipment prior to it being used on the job.
13. Register and take to the Garage and place in the book any unsafe or broken down plant into the mechanical services workshop and fill out the appropriate book in and sign and forms.
14. Relieve in area base crews when requested.
15. Stagger crew RDO'S so that the truck is fully staffed 5 days every week (a permanent part time employee will be available every Monday).
16. Carry out minor truck maintenance (eg tyre changing, routine service requirements etc).
17. Train other staff to operate plant.
18. Work to continue during wet weather .including emptying all bins on the schedule for the day.
19. When the small compactor is off the road, the schedule is to be carried out with a large compactor. This larger truck is not to be taken over turf areas within parks and Area Based Teams may be required to assist with the emptying of these bins by wheeling the bins up to an agreed collection point.

Hours

Base hours of work for litter bin crew shall be 4.45am to 12.30pm daily (A paid 20 min. crib break shall be taken within the first five hours only)

7.7 Dump Truck, Mechanical Sweepers, Mainstreet Cleaners and Parks Plant Operators,

1. Undertake works on an agreed schedule or as directed by the coordinator and work in with Area Based Teams to achieve maximum benefit from the use of their plant.
2. Ensure that plant items are productive throughout the entire day and in the event of down time immediately advise Coordinator who may deploy staff to an Area Base Team.
3. Carry out daily safety checks on all plant and equipment prior to it being used on the job.
4. Register and take in any unsafe or broken down plant into the mechanical services workshop and fill out the appropriate book in and sign out forms.
5. Dispose of all collected material at Council's weekend tip in the correct bins (or as otherwise directed) and maintain daily documented estimates of tipped materials.
6. Separate whitegoods and green waste from other collected rubbish.

7. Organise complaint works to be undertaken within close proximity of each other to minimise travelling time. Work runs should not be interrupted for complaint work unless instructed by Co-ordinator. Dumps must be attended to within 24 hours and safety complaints (eg fallen tree, dead animal) immediately.
8. Adjust work practices for new operations from time to time. Advise on prospective operational work improvements.
9. Immediately report any illegal dumps.
10. Relieve in other area base crews or on other plant items when requested.
11. Carry out minor truck and plant maintenance (eg tyre changing, routine service requirements, change implements or blades etc) with the proper equipment.
12. Train other staff to operate equipment.
13. The Team will complete the appropriate daily run sheets outlining work completed, any damaged turf areas, street and park furniture, signs or dangerous fixtures and fittings and the staff working in that crew that shift. These sheets are to be handed to your designated Parks & Streetscapes Coordinator at the conclusion of each shift. In the case of emergency works, these are to be reported to the Coordinator immediately and the area made safe by means of barricades.
14. Carry out all duties during wet weather (including street sweeping, cleaning top of grated drains, weeding safety training, maintenance of small plant, carrying out park inventory inspections, fill in on Area Based Teams etc).
15. A representative from each area is to actively participate in monthly Team Leader meetings and have the appropriate documentation such as weed lists, team members concerns and outstanding OH&S matters ready for dissemination in this forum. Meet with their team within 2 working days of this meeting and convey any information to the team members as well as discuss items on safety, risk management and work place improvements.

8. Spread of Hours

Hours can be varied i.e. starting and finishing times. An example is to start early by agreement during summer or to avoid peak hour traffic. This is not a job and finish arrangement and staff should be available for the normal period of hours every day/week (70 hours per fortnight on a nine day fortnightly roster). Staff are to sign in on commencing work and out when departing. Crews are not to return to the Depots to finish work before the agreed time.

All crews unless otherwise specified will start at 6.30am Monday to Friday taking only two crib breaks 10 minutes for morning tea at 9.00am (paid) and 20 minutes at 11.45am (unpaid) on the job as a trial for three months. Crews are not permitted in yard till after 2.15pm. One crew per week at each depot (on a rotating system) will start at the same time but take a 45 minutes for lunch and finish at 3.00pm and are not permitted in yard till after 2.45pm. It should be noted that the start time must be at management's discretion to ensure EPA noise levels are not contravened etc.

At the discretion of the Co-ordinators staff can by agreement during summer months work an additional hour and have that time accrued at a rate of 1.25 for each hour to be taken during winter months for a shorter working day.

9. Starting and Finishing on the Job

All employees shall start and finish each shift at the assigned Depot or Park. There will be a procedure introduced for signing on and off the site. The supervisor shall manage the process of signing on and off the site. This system shall be integral to managing occupational health and safety issues.

10. Overtime, Time in Lieu and Working on Rdo's

Stagger crew RDO'S so that only approx. half of the area base crews are off on the same day and RDO's can be on any day of the week if agreed by Co-ordinator. Staff will be considered and may be offered overtime for special events such as New Years Eve, etc as well as on various weekends for works such as street cleaning with the high pressure cleaner, park construction works, mulching etc.

A person wishing to be available for this overtime must be on the "Overtime Roster" which is at both Balmain & Leichhardt Depots. Persons must inform their respective supervisor that they wish to be placed on the roster.

Overtime will be subject to consideration of an employee's performance including disciplinary action, attendance, sick leave and skills when formulating overtime rosters.

RDO's are taken at the convenience of the Parties and can be "banked' as time in lieu (i.e. take 1 a month in summer with accrued days to be taken in winter). However in instances where natural disasters such as violent storms occur on a weekend or on days where RDO's are scheduled following a weekend, employees may be called upon to assist with the cleaning up after such events. Staff are therefore asked to advise the Co-ordinator of their willingness to be called in for emergencies or telephone in and see if they may be required.

A special RDO pay rate is to be used for unscheduled work on voluntary basis rather than the use of a contractor. This rate of pay is \$33.34 per hour (7E) for all employees and the RDO is not accrued this rate has been calculated at the rate of double time for the position of 7e of council's Salary System.

11. Training

Management will support training opportunities for employees to get their Horticultural skills or MR Licence. There will be training for all new staff in area base so they are able to operate all new equipment etc. in accordance with safe working procedures/ statements All necessary support will be given to the teams when selected i.e. ride on lawn mowers, petrol supplies etc Mature aged employees will be provided with assistance in the recognition of prior learning assessments to undertake horticultural qualifications.

12. Selection Process

An appointment or promotion to a new or vacant position within the Area Based Team shall be made in accordance with Council policy on recruitment and selection which is merit based. When assessing applicants for a position the appropriate essential and desirable criteria for each position shall be considered. Preference will be given to horticulturally trained applicants or those employees who are currently undertaking horticultural qualifications.

13. Special Leave Arrangements

Special Leave entitlements shall in general be consistent with the Award.

13.1 Summer, Christmas and New Year leave.

A maximum 2 weeks Annual/LSL per person can be approved from December to February. New employees as condition of employment will not be entitled to leave from December to February for the first year of their employment. The aim during the summer months is to have crews at between 75-100% of the total establishment. A minimum of two staff per truck must be available to work on the grant days.

13.2 Relief staffing

Relief staffing will only occur during periods of extended leave or peak mowing seasons in line with clause 6.4. Area base teams may consist of 3 or 4 employees but due to unplanned leave may operate as a team of 2. However additional staff can be put on a truck at the discretion of the coordinator on a daily basis. Crews operating below their designated staffing levels due to unscheduled leave etc. will not be penalised for not meeting the same level of service as a full team but will be required to work to their potential

14. Disputes and Grievance Resolution

The parties are strongly committed to consultation and joint problem solving. The following procedures are designed to assist management and employees to prevent or settle any grievance, complaint or dispute at the workplace. This will be without industrial action or stoppage of work, and with a view to ensuring that services to the public and ratepayers are maintained without interruption or being affected in any way. During this procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, work is to proceed as normal.

To ensure that disputes and issues relating to the provisions of this Agreement do not go unresolved and affect workplace productivity and relationships, the parties commit themselves to the processes of Leichhardt Council's dispute resolution process as detailed below. It is also an objective of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships.

Whilst not seeking to preclude or affect the rights of any party to an industrial dispute from proceeding under the provisions of the New South Wales Industrial Relations Act 1996, or any Act replacing it, or to affect any obligation under an Act, the following procedures for settlement of grievances, complaints or disputes at the workplace shall be followed:

At all stages, work shall be performed as directed by the Council or its authorised representatives without interruption or the imposition of any bans or limitation, and in accordance with the provisions of this Award and relevant staff policies to enable an opportunity for the matter concerned to be resolved by negotiation in accordance with the following procedures;

- Step 1 If there arises any grievance, complaint or dispute at the workplace, in the first instance the employee(s) must firstly discuss the matter with their immediate supervisor who will investigate the issue within two days.
- Step 2 If the matter is not resolved by the supervisor, the Union Delegate concerned and the Manager Employee Services shall be advised of the grievance or dispute in writing by the Supervisor or Manager
- Step 3 If the matter is not resolved within two days, the Union Delegate concerned may request the matter be referred to the Director
- Step 4 If the matter is still not resolved within two working days of the Delegates involvement, the appropriate Union official(s) can be notified of the matter concerned or affected and it can be referred to the General Manager for further discussion.

To assist the Expeditious Resolution of Disputes

Procedures to be followed regarding matters of urgency raised at an organised meeting of the Unions are listed below:

- Step 1 The Manager shall be informed by an official of the union of the existence of the dispute
- Step 2 The Manager shall then inform the Director concerned, Manager Employee Services, and if need be, the General Manager
- Step 3 If the matter should still remain unresolved, then the Manager shall arrange a conference of the parties concerned or affected as soon as practical.

Direct Negotiations

Nothing contained in these procedures will preclude the Council or union from entering into direct negotiations on any matter. During such negotiations, except where they are concerned wholly or predominantly with a genuine safety issue, work will be performed as directed by the Council or its authorised representative(s).

Industrial Relations Commission Assistance

At any stage of these proceedings, the Union or Council may seek the assistance of an industrial tribunal. However, it is preferable that reasonable endeavours be made to resolve the matter in accordance with these procedures before seeking the assistance of a tribunal.

15. Workplace Culture

The parties agree to work towards the removal of barriers and work practices that inhibit the achievement of competitive best practice service delivery.

Leichhardt Council is an Equal Opportunity Employer. The parties strive for a workplace free of discrimination and harassment where all employees are treated equitably and with respect. This involves the implementation of programs and policies to prevent discrimination and establishing strategies to overcome employment barriers and assist those who may be disadvantaged (eg. Affirmative action programs, managing workplace diversity, workplace harassment).

16. Values

Customer Service

Respect for the individual is integral in all relationships between employees, Council and customers.

Teamwork

Leichhardt Council aims to be a team-based organisation. The parties agree to continue the work towards the establishment of workplace reform programs that include self managed teams, like Area Based Teams. This will require the parties to provide leadership, support and participation in all aspects of workplace change.

Consultation and Negotiation

The parties agree to consult and negotiate in good faith and no party shall seek to take unfair advantage of the other.

The parties will consult jointly and endeavour to reach agreement with employees about issues and initiatives which affect the workplace and employees.

17. Customer Service

The parties are strongly committed to improving service to all our customers. The parties agree that the level of customer satisfaction should be measured through regular assessment and monitoring.

The parties agree that the service provided by Council employees will respond to changing customer needs.

18. Labour Flexibility

The parties, in consultation, recognise that staffing arrangements need to address service demands and these arrangements must be flexible to provide an efficient and effective level of service. To achieve this necessary flexibility, Council may require employees to transfer between Divisions/functions as required or undertake different work within their skill level.

The placement of employees in positions will be based on their experience, qualifications, skills, abilities and knowledge compared to job requirements. Where employees lack the required skills, training will be provided. Employee transfers are limited to positions within the same salary band level of the employee to be transferred, such transfers will be made at the employee's existing rate of pay (ie. an employee's take home pay will not be reduced).

The parties recognise that Council's commitment to labour flexibility, in a work environment of continuous improvement, may result in changes to jobs and functions. As this change occurs, employees may need to gain new skills and accept new responsibilities

Multiskilling assists employees to increase their range of skills/competencies and maintains and improves efficient work performance. The parties agree that multiskilling will involve the acquisition of additional knowledge that will enable employees to perform a wider range of tasks and functions.

Under these multiskilling arrangements skill acquisition may occur through: formal training courses, job rotations, secondments and transfers, on-the-job training and external education

These extra skills gained through training will be assessed through the competency system

Rates of Pay

Rates of pay under the Parks & Streetscapes Team Enterprise Agreement will be based on the following criteria:

Current position &

Assessment of competencies through the performance management system

The previous system whereby each designation assumed full competency and had a single salary point for all staff. The new system provides progression through a series of steps in each designation based on a competency based assessment.

No existing staff member will have their wages reduced. Progression to a higher rate under the salary structure will be by competency based assessment and subject to a satisfactory work performance review. Performance reviews and competency assessments will be conducted where requested within three months of the EBA and backdated to the commencement of the EBA.

Employees are encouraged to seek further training and Council will assist wherever possible to organise the appropriate training for these persons.

Employees will be reviewed on an annual basis and if they acquire skills may receive an increase as soon as they are deemed competent. Where there is significant change to a position duties, responsibilities and skills the position shall be re-evaluated accordingly.

19. Occupational Health and Safety in the Workplace

Occupational Health and Safety

The parties to this Award endorse an on-going commitment to the provision of a safe and healthy work environment, and will continue to work cooperatively through the Occupational Health and Safety (OH&S) Committee and other workplace consultative committees.

The parties to this Agreement agree to continuous improvement in occupational health and safety standards through the implementation of a planned program within the workplace which involves all parties in protecting workers health and safety and they will continue to address hazards in the workplace through the implementation of an occupational health and safety plan which will

Identify, assess and control workplace hazards through consultation.

Training in areas which include, hazard specific and health and safety systems.

Consultation on occupational health and safety matters.

Assisting in identifying risks and offering suggestions for Employees improvement.

Development of safe operating procedures for all activities undertaken in the section.

Following safe operating procedures for all activities.

Leichhardt Council

will provide safe systems of work and all employees

will comply with those safe systems of work and use the plant, equipment and

protective clothing provided safely and in the manner for which it is intended.

Employees will

wear protective equipment at all times

carry out their work in accordance with safe systems of work as stipulated by their manager and

adhere to Council OH&S policies and procedures.

Leichhardt Council and all employees will comply with OH&S legislation, codes of practice, Australian Standards and Council policies and procedures to ensure a safe and healthy workplace.

No employee is to operate any piece of plant and machinery until they have read, understood and signed off on the operators manual and they have been assessed by a certified assessor (this could be the Team Leader, Coordinator or the OH&S Officer)

20. Next Agreement - Commitment to Negotiate

The parties agree to commence negotiations for the next Agreement from 1 June 2005 with the objective of finalising all negotiations by the expiry date of this agreement.

Project Review

The operation of this Agreement shall be reviewed in detail 3 months prior to the expiry date to ensure consistency with the principles discussed in establishing the schedules and rates of pay. Should either party determine at that time the Agreement is not operating in a manner consistent with these principles a revised document shall be drafted and agreed by the parties.

SIGNED on behalf of
LEICHHARDT COUNCIL

..... 25/8/04
General Manager

In the presence of

SIGNED on behalf of
UNITED SERVICES UNION

..... 25/8/04
General Secretary

In the presence of

SIGNED on behalf of
LEICHHARDT MEMBERS

.....
Delegate Balmain

.....
Delegate Leichhardt