

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/292

TITLE: Woollahra Municipal Council Mechanical Workshop
Enterprise Agreement

I.R.C. NO: IRC5/4175

DATE APPROVED/COMMENCEMENT: 26 August 2005 / 26 August 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/110.

GAZETTAL REFERENCE: 4 November 2005

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Woollahra Municipal Council, in its Mechanical Workshop, a distinct operational unit servicing Council's motor vehicles, plant and equipment, who fall within the coverage of the Local Government (State) Award 2004.

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

WOOLLAHRA MUNICIPAL COUNCIL MECHANICAL WORKSHOP ENTERPRISE 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 Woollahra Municipal Council Mechanical Workshop Enterprise Agreement and shall provide the basis for rewarding the Mechanical Workshop Staff for working in a flexible manner over an extended spread of hours to ensure that Council's plant and equipment downtime is minimised. The Agreement rescinds and replaces the Industrial Agreement.

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.

3. Duress

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

4. Commencement, Duration and Renegotiation

- 4.1 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.
- 4.2 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.

5. Definitions

Award: Shall mean the Local Government (State) Award 2004, and any Award that succeeds this Award.

Council: Shall mean the Woollahra Municipal Council.

Employee: Shall mean, for the purpose of determining eligibility to the benefits of this Agreement, an employee who is employed in the Mechanical Workshop.

Management: Shall mean such persons as are delegated responsibility by the General Manager to manage the street cleaning service and achieve the service outcomes as determined by Council.

Industrial Agreement: Shall mean Industrial Agreement No. 7283 registered pursuant to Section 11 of the now repealed *Industrial Arbitration Act* 1940.

Union: Shall mean the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union (known as the United Services Union [USU]).

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 future 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 responsibilities 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. Objectives and Aims of the Agreement

The parties to this agreement are committed to maintaining and continually improving the quality and effectiveness of the service provided by the Mechanical Workshop. This Agreement represents a significant change in the provision of the service to Council and the benefits detailed below reflect this change.

The spread of hours will ensure a better mechanical service to Council's plant and equipment.

The requirement for employees to work, and Council to pay, overtime is significantly reduced.

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.

Three mechanics will be rostered on the busiest part of the each day, for repairs and breakdowns, between Monday and Friday.

The downtime caused by vehicles waiting for parts due to afternoon delivery times will be reduced.

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.

Mechanics will work in a flexible manner to ensure the earliest availability of the plant to Council's operations.

The costs involved in retaining a contract mechanic to change brooms on mechanical sweepers will be eliminated.

The opportunity to explore an expansion of the work undertaken by the workshop to include specialist work contracted in to Council. This expansion will take into account current staff levels and productivity based on industry best practice.

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.

The objectives established in making this agreement will not be achieved by ignoring the proper process of consultation with the employees and the Union. Council will not unreasonably alter the on call roster or contract in specialist work for the mechanical workshop without prior consultation with the employees.

9. Hours of Work

- 9.1 Mechanical service will be available to Council from 5:00 am until 6:00 pm Monday to Thursday, from 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.
- 9.2 A rotating on call roster worked equally by the Plant Supervisor and the three Plant Mechanics will cover the period between 5:00 am and 7:00 am and other times when the Mechanics are not rostered on between Monday and Friday, and on Saturday and Sunday. The on call payment will cover calls made at any time when "on-call". The on call roster is included in the hours of work rosters, which are Schedule 1 to this Agreement.
- 9.3 Where it is necessary for an employee to commence work between 5:00 and 7:00 then the employee shall be required to work only 8.5 hours before completing the shift.
- 9.4 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 and to make arrangements appropriate to the circumstances.
- 9.5 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 10 Rates of Pay, of this Agreement.
- 9.6 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 (5:00 pm). The vehicle will be available for to and from work travel on Saturday and for each day between Monday and Friday.
- 9.7 The hours of work for the Plant and Fleet Coordinator will be spread between 7:00 am 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.

10. Rates of Pay

The rates of pay, which apply to employees within the Mechanical Workshop, shall be calculated in accordance with the composition of the pay elements detailed in the table below.

Positions	Grade Range 1	Disability Allowance 2	Tool Allowance 3	Flexibility and On-call 4 Payment4 D	Total Pay 5
	A	B	C		
Plant Supervisor	22 - 28	Yes	Yes	Yes	A+B+C+D
Plant Mechanic	16 - 21	Yes	Yes	Yes	A+B+C+D

Notes:

- 1: The Grade Range detailed for each of the workshop positions is in accordance with Woollahra Council's salary system and the salary structure is set out in Table A of Schedule 2.
- 2: The Disability Allowance will be paid consistent with the relevant provision of the Award.
- 3: The Tool Allowance will be paid consistent with the relevant provision of the Award.
- 4: The Flexibility and On-call Payment is set out in Table B of Schedule 2. This payment includes a penalty loading of 50% for working rostered ordinary hours on Saturday.
- 5: The Total Rate of pay determined through the calculation as detailed will be rounded to the nearest ten (10) cents in the calculation of the total weekly rate of pay.

11. Salary System Provisions - Opportunities for Progression

- 11.1 Staff within the mechanical workshop shall be entitled to progression within Council's Salary System based on the rules of progression established and maintained by Council.
- 11.2 Table A of Schedule 2 details the grade range that has been established for the positions in the Mechanical Workshop. Mechanical Workshop staff shall be entitled to receive Award allowances, including Disability Allowance and Tool Allowance in addition to the salary determined through the salary system.
- 11.3 The Grade appropriate to the employee shall be determined through the process of annual assessment. Council's training plan shall provide the opportunity for staff to develop through the grade range for their position.
- 11.4 The Flexibility and On-call Payment shall be paid in addition to the rate determined through the salary system and the Award.

12. Higher Grade Pay

- 12.1 An employee required to relieve in a position which is at a higher level within Council's salary system shall be paid for that relief at the total pay as prescribed for the position in clause 10 Rates of Pay of this Agreement.
- 12.2 Payment for use of skills relieving in a higher paid position shall be made for the time actually spent relieving in the higher position.

13. Work Changes

- 13.1 The implementation of this Agreement will result in a number of changes in work practices to ensure the effectiveness of the Workshop. These changes are as detailed below:
 - (a) The spread of hours in which mechanical service is available is significantly increased without the requirement for employees to work, or Council to pay, overtime.
 - (b) The Mechanics are required to change brooms on Council's mechanical sweepers.
 - (c) Mechanics will undertake training and use the computerised fleet management system.

- (d) Where emergency breakdown work requires, the mechanics will work through lunch to ensure optimum plant turn-around times, without additional payment to the employees.
- (e) 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.
- (f) A regular servicing program for all Council's plant and equipment will be established and maintained.
- (g) Greasing duties will be shared between all employees to ensure effective operations.

14. 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.

The right to be treated fairly and to perform their role as union delegate without any discrimination in their employment;

The right to formal recognition by the employer that endorsed union delegates speak on behalf of union members in the workplace;

The right to bargain collectively on behalf of those they represent;

The right to consultation, and access to reasonable information about the workplace and the business;

The right to paid time to represent the interests of members to the employer and industrial tribunals;

The right to reasonable paid time during normal working hours to consult with union members;

The right to reasonable paid time off to participate in the operation of the union;

The right to reasonable paid time off to attend accredited union education;

The right to address new employees about the benefits of union membership at the time that they enter employment;

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;

The right to place union information on a notice board in a prominent location in the workplace;

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.

15. Grievance and Dispute Procedure

15.1 At any stage of the procedure, the employee(s) may be represented by their union or its local representative/delegate and the council represented by the Association.

15.2 The union delegate shall have reasonable time, without loss of pay, to discuss a grievance or dispute with management at the local level where prior approval is sought. Such approval shall not be unreasonably withheld.

15.3 A grievance or dispute shall be dealt with as follows:

- (a) The employee(s) shall notify the supervisor, or other authorised officers of any grievance or dispute and the remedy sought, in writing.
- (b) A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.
- (c) If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties shall be held as soon as practicable.
- (d) If the matter remains unresolved the general manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.
- (e) Where the matter remains unresolved, it may be referred to the employee's union or representative and by the general manger or other authorised officer to the Association for further discussion between the parties.

15.4 The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.

15.5 During this procedure and while the matter is in the course of negotiation, conciliation and / or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal.

Schedule 1

Mechanical Workshop Work Rosters

Week 1

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Mechanic 1	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-4:00pm	On Call 5:00am-7:00am 7:00am-12:00pm	Off	Off
Mechanic 2	7:00am-4:00pm	7:00am-4:00pm	7:00am-4:00pm	7:00am-12:00pm	RDO	Off	Off
Mechanic 3	RDO	9:00am-6:00pm	9:00am-6:00pm	9:00am-6:00pm	8:00am-5:00pm	6:00am-10:00am On Call	On Call
Mechanic 4	9:00am-6:00pm	9:00am-6:00pm	9:00am-6:00pm	9:00am-6:00pm	8:00am-5:00pm	6:00am-10:00am	Off

Week 2

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Mechanic 1	RDO	9:00am-6:00pm	9:00am-6:00pm	9:00am-6:00pm	8:00am-5:00pm	6:00am-10:00am	Off
Mechanic 2	9:00am-6:00pm	9:00am-6:00pm	9:00am-6:00pm	9:00am-6:00pm	8:00am-5:00pm	6:00am-10:00am On Call	On Call
Mechanic 3	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-4:00pm	On Call 5:00am-7:00am 7:00am-12:00pm	Off	Off
Mechanic 4	7:00am-4:00pm	7:00am-4:00pm	7:00am-4:00pm	7:00am-12:00pm	RDO	Off	Off

Schedule 1

Week 3

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Mechanic 1	7:00am-4:00pm	7:00am-4:00pm	7:00am-4:00pm	7:00am-4:00pm	7:00am-11:00am	Off	Off
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-11:00am	On Call 5:00am-7:00am RDO	Off	Off
Mechanic 3	RDO	9:00am-6:00pm	9:00am-6:00pm	9:00am-6:00pm	8:00am-5:00pm	6:00am-10:00am	Off
Mechanic 4	9:00am-6:00pm	9:00am-6:00pm	9:00am-6:00pm	9:00am-6:00pm	8:00am-5:00pm	6:00am-10:00am On Call	On Call

Week 4

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Mechanic 1	RDO	9:00am-6:00pm	9:00am-6:00pm	9:00am-6:00pm	8:00am-5:00pm	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	8:00am-5:00pm	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-11:00am	Off	Off
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-11:00am	On Call 5:00am-7:00am RDO	Off	Off

Schedule 2

The Flexibility and On-call Payment shall be paid in addition, to Award allowances, and to the rate determined through Council's salary system.

Table A

Position	Grade	Weekly Rate
Plant Mechanic	16	\$732.68
Plant Mechanic	17	\$747.34
Plant Mechanic	18	\$762.11
Plant Mechanic	19	\$776.78
Plant Mechanic	20	\$792.38
Plant Mechanic	21	\$807.77
Plant Supervisor	22	\$824.10
Plant Supervisor	23	\$840.22
Plant Supervisor	24	\$856.96
Plant Supervisor	25	\$874.02
Plant Supervisor	26	\$891.49
Plant Supervisor	27	\$908.86
Plant Supervisor	28	\$927.06

Table B

Position	Flexibility and On-call Payment
Plant Supervisor	\$199.49 per week
Plant Mechanic	\$ 191.36 per week

The Flexibility and On-call Payment is varied consistent with increases in Award rates of pay.

SIGNED on behalf of WOOLLAHRA MUNICIPAL COUNCIL

in the presence of) General Manager

.....
Witness

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

in the presence of

General Secretary

.....
Witness