

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/152

TITLE: City Care Law Enforcement Local Area Enterprise Agreement

I.R.C. NO: 2000/1939
DATE APPROVED/COMMENCEMENT: 25 May 2000
TERM: 3 years
NEW AGREEMENT OR VARIATION: New
GAZETTAL REFERENCE: 28 July 2000
DATE TERMINATED:
NUMBER OF PAGES: 15

COVERAGE/DESCRIPTION OF

EMPLOYEES: It applies to only employees working in the City-Care Law Enforcement Section of the Council of City of Sydney

PARTIES: Council of the City of Sydney -&- Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division



**The Council of the
City of Sydney**

CITY CARE - LAW ENFORCEMENT

Local Area Enterprise Agreement

2000

Registered
Enterprise Agreement
Industrial Registrar

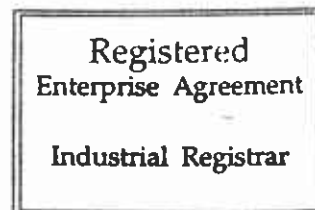


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APPENDIX A – 7 day / 24 hour shift roster



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1. PARTIES BOUND

This Agreement shall be binding upon, The Council of City of Sydney and the Federated Municipal and Shire Council Employees Union of Australia and all staff of City Care - Law Enforcement.

This Agreement was freely entered into without duress, by all the parties.

2. DATE AND PERIOD OF AGREEMENT

This Agreement shall commence from the date of registration in the Industrial Relations Commission of New South Wales and shall remain in force for period of 3 years from the date of registration.

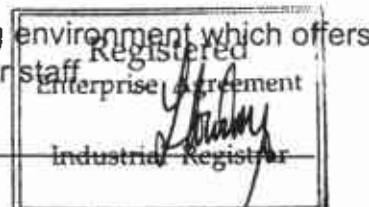
3. AIM OF AGREEMENT

This agreement provides the scope for Council of City of Sydney, City Care - Law Enforcement to develop a committed, flexible, competitive and highly skilled workforce, that is focused on commercial viability and maximum productivity while providing customers with the highest quality standard

4. OBJECTIVES OF AGREEMENT

The objectives of this Agreement are:

- a) To implement new conditions of employment as required and to continue agreed workplace reforms.
- b) To implement new methods of operation and matters ancillary to the new methods of operation that will ensure City Care - Law Enforcement operates as cost effective and service oriented Enterprise.
- c) To ensure that the expenditure forecasts as determined by the City Care - Law Enforcement's in-house budget are not exceeded.
- d) To implement 'Industry Best Practice' as the minimum standard in place at any point time.
- e) To foster a co-operative relationship between management and staff.
- f) To empower staff with the processes and training to have decision making capacity about their own workplace and the share in any net reductions in operating expenditure.
- g) To engage the most experienced and qualified staff available and ensure that all staff regularly attend appropriate training programs.
- h) To remove all down time where practicable.
- i) To achieve the highest possible level of productivity.
- j) To provide an efficient, secure and safe working environment which offers career development and appropriate rewards for staff.



5. RELATIONSHIP WITH OTHER AWARDS/AGREEMENTS

- a) This agreement shall be read and interpreted in conjunction with the:
- i) The City of Sydney Wages / Salary Award 1998 (registered 18.11.98 – ref.5616/98)
 - ii) Enterprise Agreement 2001 (registered 24.10.98 - ref. EA5617/98, and any Council of City of Sydney Enterprise Agreement that may be in place or may be introduced during the life of this Agreement.
- b) In the event of any inconsistency between the Awards and this Local Area Enterprise Agreement, this Agreement shall prevail to the extent of the inconsistency.
- b) In the event of any inconsistency between the Enterprise Agreement 2001 and this Local Area Enterprise Agreement, the Enterprise Agreement 2001 shall prevail to the extent of the inconsistency.

6. HOURS OF WORK

a) Ordinary Hours

- i) All staff daily/weekly ordinary hours shall be undertaken in accordance with shift rosters, Monday to Sunday inclusive.
- ii) Ordinary hours for employees covered by this agreement shall be 38 hours per week, Monday to Sunday inclusive – 152 hours averaged over a 4 week period, where all the hours worked will be paid at the annualised rates of pay specified in Clause 8(d).

b) Overtime

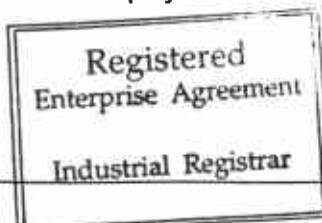
- i) The shift roster may include up to 16 hours of rostered overtime over a period of 4 weeks to facilitate the operation of 12 hour shifts.
- ii) This rostered overtime is included in the annualised rates of pay detailed in clause 8(d).
- iii) By agreement, employees who work in excess of 168 hours per 4 weeks shall be compensated for the additional time as follows:

Option 1

at the appropriate time basis as per the Award provisions; or

Option 2

the accumulated time may be taken at time within the ensuing six (6) month periods at ordinary rates of pay



c) Shiftwork

- i) All work for employees covered by this agreement shall be performed in accordance with a 7 day, 24 hour shift system (see Appendix A).
- ii) The attached 7 day 24 hour shift roster (Appendix A) has been developed in consultation with staff to ensure the highest level of productivity is achieved and maintained.
- iii) The attached shift roster will commence at a date to be agreed by the parties prior to the registration of this agreement. During this time the Productivity Monitoring Committee will monitor the effectiveness of this roster and address other related issues concerning this roster before it is permanently adopted.
- iv) During the life of this agreement the roster may be changed if the roster is considered to be unproductive and inefficient. This will be done in consultation with the employees.
- v) Employees shall be given 48 hours notice of any change in shift roster, except where Clause 7(c)(i) applies.
- vi) An employee not provided with the required notice is to be paid a penalty for the first shift on the changed roster calculated on the basis of 50% of the ordinary rate of pay applicable to such shift.
- vii) Subject to the paragraph above, by agreement, employees may vary the notice period to less than 48 hours without attracting the additional penalty on each occasion.

7. MEASURES TO IMPROVE PRODUCTIVITY

a) Job Evaluation and Award Coverage

The following positions are covered by the provisions of the Salaried Division of The City of Sydney Wages / Salary Award 1998:

- i) City Care Officer – Grade 1 (Salary Band 1 - minimum \$29,027)
- ii) City Care Officer – Grade 2 (Salary Band 2)
- iii) City Care Officer – Grade 3 (Salary Band 3)

b) Sick Leave Notification

Employees shall notify their Supervisor at least 1 hour prior to their normal commencing time of:

- their intention to take sick leave / family leave;
- the reason for their leave; and
- and the expected duration of their leave.



c) Maximisation of Staff Availability

- i) If an employee on shiftwork is unable to attend work due to unplanned leave provisions:
- other employees on shiftwork will ensure that the shift period is covered for the absence; or
 - another employee on shiftwork who is not rostered will be requested to attend work to provide the necessary services during the employee's leave.
- ii) Staffing levels for particular situations are to be determined in accordance with Law Enforcement Officer Instructions.

d) Bonus Payment

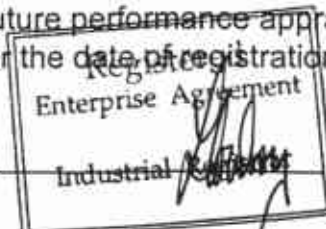
Employees shall be paid a \$750 bonus in July 2000 if the budgeted income for 1999 / 2000 is achieved by the 30th of June 2000. Further bonus payments may be negotiated through the Productivity Monitoring Committee during the term of this agreement only if prior budgeted income targets are met.

e) Meal Breaks

Staff of the City Care - Law Enforcement Unit will be engaged on continuous shift work and shall be granted a paid crib break of 30 minutes for every 5 hours of work in accordance with the provisions of the City of Sydney Wages / Salary Award 1998.

8. PAYMENT OF WAGES

- a) Staff shall receive the wage increases specified in the current Enterprise Agreement 2001, based on the relevant eligibility conditions therein for all Council staff.
- b) All staff will be paid fortnightly.
- c) The rates of pay for all employees covered by this agreement include all penalty payments as provided by Council Awards. These payments include an annualised component for shiftwork penalties, 4 hours rostered overtime, annual leave loading and clothing allowance (where applicable).
- d) Annualised Salary Rates**
- City Care Officer Grade 1 - \$41,056
 - City Care Officer Grade 2 \$45,551
 - City Care Officer Grade 3 \$50,929
- e) In lieu of all performance appraisals forgone employees covered by this agreement who have completed more than 1 year of service will be paid a 3% increase in the rates of pay specified in clause 8(d). This payment shall be made for the first full pay period after this agreement is registered at the Industrial Relations Commission of New South Wales. Future performance appraisals for these employees will then occur 12 months after the date of registration of this agreement and thereafter on an annual basis.

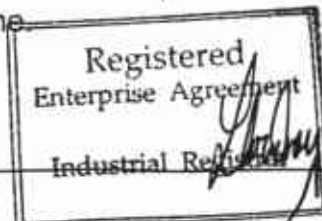


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- f) Beyond the life of the current Enterprise Agreement 2001, rates of pay for this Agreement, shall only be increased in direct relationship to dollar rate or percentage increases awarded by a further Enterprise Agreement and/or Award.

9. **PRODUCTIVITY MONITORING COMMITTEE**

- a) A Productivity Monitoring Committee will be established to oversee and monitor the operation of this Local Area Enterprise Agreement to suggest ways of improving the operation and efficiency of the City Care - Law Enforcement.
- b) The Committee will develop appropriate City Care - Law Enforcement productivity and efficiency indicators and targets within one month after the start of each year of the Agreement.
- c) The productivity and efficiency targets shall then be agreed to between management and staff within one month after the start of each year of the Agreement.
- d) The Committee will monitor City Care - Law Enforcement performance against the targets and make necessary recommendations for corrective action throughout each year of the Agreement.
- e) The City Care - Law Enforcement productivity and efficiency indicators and other matters dealt with by this Committee shall include but not be limited to:
- continuous improvement
 - sick leave patterns and incidences for the section
 - customer complaints
 - safe work practices
 - ensuring that the expenditure and revenue budgets are met/on target
 - opportunities to increase revenue and/or decrease expenditure
 - receiving and acting on results from the quarterly audit
 - multiskilling and training
 - workplace issues affecting all staff.
- f) The committee shall comprise of approximately 3 representatives of the City Care - Law Enforcement. The composition of the Committee will include a management representative and the balance will be democratically elected by staff. The Committee shall meet at least monthly.
- g) The Committee shall meet within seven days of the written request of any City Care - Law Enforcement employee or management to discuss matters affecting the workplace.
- h) The Committee may, by consensus, make recommendations for consideration by management and these recommendations must be genuinely and promptly considered. Feedback/response must be provided by management in a reasonable time frame.



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10. CORE STAFF/OTHER RESOURCES

- a) Management shall in consultation with the Productivity Monitoring Committee and staff, establish staffing requirements to undertake the functions of the City Care - Law Enforcement.
- b) The parties agree that changes to the workload and nature of tasks to be conducted that occur beyond the control of management and staff of City Care - Law Enforcement will require an immediate assessment by the parties of the level of permanent staff and operating budgets.
- c) External contractors/casuals will be used to supplement the permanent staffing levels of the City Care - Law Enforcement:
 - to ensure maximum flexibility in the delivery of services, in cases where it is not cost effective or efficient to utilise permanent staff.
 - where specialist skills or equipment are required
 - to provide relief coverage during periods of absence such as sick leave etc. by permanent staff
 - to provide coverage for annual leave by permanent staff.

This sub-clause of this Clause shall not be used to:

- purposely or unnecessarily reduce the skills of the City Care - Law Enforcement or individual staff; or
- to replace permanent staff.

11. MULTI-SKILLING AND TRAINING

- a) All staff must be prepared to carry out the full range of duties as is from time to time required by management provided that the duties are within the limits of the staff skills, competence and training.
 - All staff shall use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.
 - Staff must be prepared to undertake specialist skills training as required. The training may be provided both on and off the job.
- b) The parties agree that staff will be taking a more active part in the decision making and management processes of the workplace and must receive appropriate training, funded by Council, to assist them to undertake this new role.
- c) Career paths must reflect both the needs of the Council and the employee and will provide for the acquisition of skills and for the introduction of more flexible work arrangements.
- d) An appropriate set of competencies applicable to each classification level will be determined in accordance with Clause 8(d). Promotion between classifications shall be based on merit and occur on vacancy.



- e) For the purposes of this clause, competency standards shall include, but not be limited to, the following:
- i) Training courses
 - ii) On-the-job training
 - iii) Recognition of prior learning

12. CONTINUOUS IMPROVEMENT

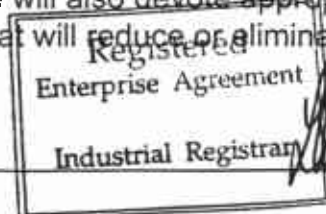
- a) The parties to this Agreement shall continue to introduce measures that will assist in the effective implementation of Clause 3 ('Aim of this Agreement') and Clause 4 ('Objectives of this Agreement'), of this Agreement.
- b) The parties are committed to maintain Industry Best Standards. All issues arising out of this Clause shall first be discussed at the Productivity Monitoring Committee.

13. JOB ROTATION

- a) Staff will be from time to time, rotated across the range of Law Enforcement related programs. This will ensure flexibility in the arrangement of work and the maintenance of a high quality standard of service delivery.
- b) Job rotation is also designed to assist staff develop new skills, maintain and/or improve existing skills and increase the staff capacity to perform wider range of responsibilities.

14. OCCUPATIONAL HEALTH AND SAFETY

- a) The parties to this agreement endorse an ongoing commitment to the provision of a safe and healthy work environment, and will continue to work cooperatively through the OH&S Committee and other workplace consultative committees.
- b) Council will continue to address hazards in the workplace through the implementation of an occupational health and safety plan that will identify, assess and control workplace hazards through consultation with staff and management.
- c) Council will provide safe systems of work and all staff 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. Staff will carry out their work in accordance with safe systems of work as stipulated by their supervisor and Council Occupational Health and safety policies and procedures.
- d) Council and all staff will comply with Occupational Health and Safety legislation, codes of practice, Australian Standards and Council policies and procedures to ensure a safe and healthy workplace.
- e) The Productivity Monitoring Committee will also devote appropriate time to the development of workplace practices that will reduce or eliminate safety hazards.



15. DOWN TIME

Management and staff shall ensure that productivity and work output is not affected by unnecessary down time. Work functions which are incidental to the main role of staff (ie. administration etc.) shall be promptly carried out.

16. ANNUAL LEAVE

Annual leave shall be rostered so as to ensure that a sufficient number of skilled staff are always available. The period when annual leave may be taken shall be at the discretion of management, however management shall not unreasonably refuse a request for annual leave provided it is in accordance with Award provisions.

17. DISPUTES AND GRIEVANCE RESOLUTION

- a) The parties are strongly committed to consultation and joint problem solving.
- b) To ensure that disputes and issues relating to the provisions of this Agreement do not go unresolved and affect workplace productivity and relationships, the partners commit themselves to the following processes:
 - i) Should a grievance or claim arise which gives cause for concern for an employee they shall raise the matter City Care - Law Enforcement management.
 - ii) If not settled to the satisfaction of the employee within 48 hours the employee concerned shall draw the matter to the attention of the Director Living City Services.
 - iii) If not satisfactorily resolved within a further 48 hours the matter may be brought by either party to the attention of the General Manager.
 - iv) If still unresolved to the satisfaction of either party the matter shall be referred to the Industrial Relations Commission for conciliation and if necessary arbitration.
- c) Senior management, Council and officials of the MEU reserve the right to if necessary intervene at an earlier stage, which may involve the assistance of Industrial Relations Commission conciliation.

18. NO EXTRA CLAIMS

The Union and their members agree that no further claims will be made on Council for pay increases during the life of this Agreement, subject to the provisions contained in clause 8.

Registered
Enterprise Agreement
Industrial Registrar

19. SIGNATORIES TO THE AGREEMENT

Listed below are the signatures of the parties that are bound to this agreement.

SIGNED on behalf of: }
THE COUNCIL OF }
THE CITY OF SYDNEY }




Director
Living City Services

in the presence of



Witness

SIGNED on behalf of: }
FEDERATED MUNICIPAL AND }
SHIRE COUNCIL EMPLOYEES' }
UNION OF AUSTRALIA; }
NEW SOUTH WALES DIVISION }



General Secretary

in the presence of



Witness



APPENDIX A

Shift Roster Arrangements

Registered
Enterprise Agreement
Industrial Registrar




Shift Times

Day Shift: 7.00am to 7.00pm

Night Shift: 7.00pm to 7.00am

Registered
Enterprise Agreement
Industrial Registrar

Rotational Roster

Roster provides for 4 days working then 4 days off
Average 42 hours per week

Week 1

Shift	Sat	Sun	Mon	Tue	Wed	Thur	Frid
Day	Team 1	Team 1	Team 1	Team 1	Team 2	Team 2	Team 2
Night	Team 3	Team 3	Team 3	Team 3	Team 4	Team 4	Team 4

Week 2

Shift	Sat	Sun	Mon	Tue	Wed	Thur	Frid
Day	Team 2	Team 3	Team 3	Team 3	Team 3	Team 4	Team 4
Night	Team 4	Team 1	Team 1	Team 1	Team 1	Team 2	Team 2

Week 3

Shift	Sat	Sun	Mon	Tue	Wed	Thur	Frid
Day	Team 4	Team 4	Team 1	Team 1	Team 1	Team 1	Team 2
Night	Team 2	Team 2	Team 3	Team 3	Team 3	Team 3	Team 4

Week 4

Shift	Sat	Sun	Mon	Tue	Wed	Thur	Frid
Day	Team 2	Team 2	Team 2	Team 3	Team 3	Team 3	Team 3
Night	Team 4	Team 4	Team 4	Team 1	Team 1	Team 1	Team 1

Week 5

Shift	Sat	Sun	Mon	Tue	Wed	Thur	Frid
Day	Team 4	Team 4	Team 4	Team 4	Team 1	Team 1	Team 1
Night	Team 2	Team 2	Team 2	Team 2	Team 3	Team 3	Team 3

Week 6

Shift	Sat	Sun	Mon	Tue	Wed	Thur	Frid
Day	Team 1	Team 2	Team 2	Team 2	Team 2	Team 3	Team 3
Night	Team 3	Team 4	Team 4	Team 4	Team 4	Team 1	Team 1

Week 7

Shift	Sat	Sun	Mon	Tue	Wed	Thur	Frid
Day	Team 3	Team 3	Team 4	Team 4	Team 4	Team 4	Team 1
Night	Team 1	Team 1	Team 2	Team 2	Team 2	Team 2	Team 3

Week 8

Shift	Sat	Sun	Mon	Tue	Wed	Thur	Frid
Day	Team 1	Team 1	Team 1	Team 2	Team 2	Team 2	Team 2
Night	Team 3	Team 3	Team 3	Team 4	Team 4	Team 4	Team 4

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Shift Times: 7.00am to 7.00pm
Average 42 hours per week

Rotational Roster
Roster provides for 4 days working then 4 days off

Week 1

Shift	Sat	Sun	Mon	Tue	Wed	Thur	Frid
Day	Team 1	Team 1	Team 1	Team 1	Team 2	Team 2	Team 2

Week 2

Shift	Sat	Sun	Mon	Tue	Wed	Thur	Frid
Day	Team 2	Team 1	Team 1	Team 1	Team 1	Team 2	Team 2

Week 3

Shift	Sat	Sun	Mon	Tue	Wed	Thur	Frid
Day	Team 2	Team 2	Team 1	Team 1	Team 1	Team 1	Team 2

Week 4

Shift	Sat	Sun	Mon	Tue	Wed	Thur	Frid
Day	Team 2	Team 2	Team 2	Team 1	Team 1	Team 1	Team 1

Week 5

Shift	Sat	Sun	Mon	Tue	Wed	Thur	Frid
Day	Team 2	Team 2	Team 2	Team 2	Team 1	Team 1	Team 1

Week 6

Shift	Sat	Sun	Mon	Tue	Wed	Thur	Frid
Day	Team 1	Team 2	Team 2	Team 2	Team 2	Team 1	Team 1

Week 7

Shift	Sat	Sun	Mon	Tue	Wed	Thur	Frid
Day	Team 1	Team 1	Team 2	Team 2	Team 2	Team 2	Team 1

Week 8

Shift	Sat	Sun	Mon	Tue	Wed	Thur	Frid
Day	Team 1	Team 1	Team 1	Team 2	Team 2	Team 2	Team 2



7 Day, 12 Hours Shift System

Week 9

Shift	Sat	Sun	Mon	Tue	Wed	Thur	Frid
Day	Team 3	Team 3	Team 3	Team 3	Team 4	Team 4	Team 4
Night	Team 1	Team 1	Team 1	Team 1	Team 2	Team 2	Team 2

Week 10

Shift	Sat	Sun	Mon	Tue	Wed	Thur	Frid
Day	Team 4	Team 1	Team 1	Team 1	Team 1	Team 2	Team 2
Night	Team 2	Team 3	Team 3	Team 3	Team 3	Team 4	Team 4

Week 11

Shift	Sat	Sun	Mon	Tue	Wed	Thur	Frid
Day	Team 2	Team 2	Team 3	Team 3	Team 3	Team 3	Team 4
Night	Team 4	Team 4	Team 1	Team 1	Team 1	Team 1	Team 2

Week 12

Shift	Sat	Sun	Mon	Tue	Wed	Thur	Frid
Day	Team 4	Team 4	Team 4	Team 1	Team 1	Team 1	Team 1
Night	Team 2	Team 2	Team 2	Team 3	Team 3	Team 3	Team 3

Week 13

Shift	Sat	Sun	Mon	Tue	Wed	Thur	Frid
Day	Team 2	Team 2	Team 2	Team 2	Team 3	Team 3	Team 3
Night	Team 4	Team 4	Team 4	Team 4	Team 1	Team 1	Team 1

Week 14

Shift	Sat	Sun	Mon	Tue	Wed	Thur	Frid
Day	Team 3	Team 4	Team 4	Team 4	Team 4	Team 1	Team 1
Night	Team 1	Team 2	Team 2	Team 2	Team 2	Team 3	Team 3

Week 15

Shift	Sat	Sun	Mon	Tue	Wed	Thur	Frid
Day	Team 1	Team 1	Team 2	Team 2	Team 2	Team 2	Team 3
Night	Team 3	Team 3	Team 4	Team 4	Team 4	Team 4	Team 1

Week 16

Shift	Sat	Sun	Mon	Tue	Wed	Thur	Frid
Day	Team 3	Team 3	Team 3	Team 4	Team 4	Team 4	Team 4
Night	Team 1	Team 1	Team 1	Team 2	Team 2	Team 2	Team 2

