

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/197

**TITLE:** Venue Management Unit Local Workplace Agreement 2006

**I.R.C. NO:** IRC6/920

**DATE APPROVED/COMMENCEMENT:** 13 March 2006 / 13 March 2006

**TERM:** 12

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 16 June 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 13

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to employees employed by the City of Sydney Council located at Town Hall House, 456 Kent Street, Sydney NSW 2000, who are engaged in the nominated positions within the Venue Management Unit of the City of Sydney Council, who fall within the coverage of the South Sydney City Council Salaried Officers Award 2002, the South Sydney City Council Wages Staff Award 2002 and the Local Government (State) Award 2004.

**PARTIES:** Council of the City of Sydney -&- the Electrical Trades Union of Australia, New South Wales Branch, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

**THE CITY OF SYDNEY  
COUNCIL**

**VENUE MANAGEMENT UNIT**

**Local Workplace Agreement**

**2006**

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### 1. **TITLE**

The title of this agreement is the Venue Management Unit Local Workplace Agreement.

### 2. **PARTIES BOUND**

- a) This enterprise agreement is made in accordance with:
- i. the provisions of sections 32-47 of the Industrial Relations Act 1996; and
  - ii. the Principles for approving enterprise agreements as provided by section 33(1) of the Industrial Relations Act 1996
- b) The parties to this enterprise agreement are:
- i. The City of Sydney Council;
  - ii. The United Services Union;
  - iii. The Electrical Trades Union of Australia New South Wales Division.

### **3. DURESS**

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

### **4. THE ENTERPRISE**

The enterprise for which this agreement was made is the Venue Management Unit of the City of Sydney Council.

### **5. INTENTION**

This agreement shall only apply to the nominated positions within the Venue Management Unit of the City of Sydney Council.

### **6. INCIDENCE**

- a) This agreement shall partially regulate the terms and conditions of the City of Sydney Wages / Salary Award 2002 (registered 16 October 2002 – ref. 4349/02). Apart from the clauses covered in this agreement all other clauses of the Award shall apply.
- b) This agreement shall also be read and interpreted in conjunction with the:
  - Enterprise Agreement 2004 (EA2004), and any Council of City of Sydney Enterprise Agreement that may be in place or may be introduced during the life of the Agreement; and
  - The South Sydney City Council Salaried Officers Award 2002; and
  - The South Sydney City Council Wages Staff Award 2002; and
  - The Local Government State Award
- c) In the event of any inconsistency between the Awards and this Local Workplace Agreement (LWA), this Agreement shall prevail to the extent of the inconsistency.
- d) In the event of any inconsistency between Enterprise Agreement 2004 (approved 16 October 2002- Ref. EA02/363) and this LWA, the Enterprise Agreement 2004 shall prevail to the extent of the inconsistency.
- e) This agreement replaces any industrial agreement that may have previously applied to employees of the Venue Management Unit.

### **7. TERM**

This Agreement shall commence from the date of approval in the New South Wales Industrial Relations Commission and shall remain in force for a period of 12 months.

### **8. ANTI-DISCRIMINATION**

The parties agree to interpret and apply the provisions of this agreement in a manner which is not in breach of the Anti-Discrimination Act 1997.

## **9. AIM OF AGREEMENT**

This agreement provides the scope for the City of Sydney Council, Venue Management Unit to:

- a) 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
- b) to introduce a profit sharing scheme that allows the staff that are employed in the Venue Management Unit to share in any net profits achieved from the workplace reform and competitive processes.

## **10. OBJECTIVES OF AGREEMENT**

The objectives of this Agreement are:

- a) To implement new conditions of employment to enhance employee workplace flexibility to meet operational requirements at City of Sydney venues.
- b) To implement new methods of operation and matters ancillary to the new methods of operation that will ensure the Venue Management Unit operates as cost effective enterprise.
- c) To ensure that 'Industry Best Practice' is the minimum standard in place at any point time.
- d) To foster a co-operative relationship between management and staff. To empower staff with the processes and training to have decision making capacity about their own workplace.
- e) To engage the most acceptable and qualified staff available and ensure that all staff regularly attend appropriate training programs.
- f) To remove all downtime where practicable.
- g) To achieve the highest possible level of productivity and employee flexibility.
- h) To provide an efficient secure and safe working environment which offers career development and appropriate rewards for staff.

## **11. MEASURES TO IMPROVE PRODUCTIVITY**

### **Preamble**

- i) To ensure the aims and objectives of this agreement are met (as detailed in Clause 3 & 4) and to consistently maintain high levels of customer service the parties agree to changes in work practices and pay rates detailed below.
- ii) By agreeing to these changes, the employees of the Venue Management Unit are committing themselves to maintaining excellent levels of service and workplace flexibility.

**a) Positions included in the Venue Management Unit are listed as follows:**

The City of Sydney Wages/Salary Award 2002 – Salary Division Positions

• Operations Manager	Band 6
• Sales and Marketing Manager	Band 6
• Business Systems Officer	Band 5
• Facilities Coordinator	Band 4
• Technical Coordinator	Band 4
• Sales & Events Coordinator	Band 4
• Client Services Officer	Band 3
• Sound & Lighting Technician	Band 2

The City of Sydney Wages / Salary Award 2002 – Wages Division Positions

• Venue Officer	Grade 7
• Electrician	Grade 18

**b) Annualised Rates of Pay**

The below listed classifications of work will receive the following annualised salary rates of pay:

i) Venue Officer ( <i>Grade 7</i> )	\$50,877
ii) Sound & Lighting Technician ( <i>Salary Band 2</i> )	\$52,239
iii) Facilities Coordinator ( <i>Salary Band 4</i> )	\$70,282
iv) Technical Coordinator ( <i>Salary Band 4</i> )	\$70,335

These annualised rates of pay include all penalty payments and allowances as provided by Councils Awards, including:

- an annualised component for all shift work penalties;
- annual leave loading;
- public holiday penalties (excluding Christmas Day, Boxing Day union picnic day and New Years Day)
- all Award allowances,
- traveling time and fares;
- all additional leave benefits available to shiftworkers who work a rostered shift or are rostered off duty on a public holiday (i.e. known as PH days).

vii) Electrician ( <i>Grade 18</i> )	\$50,487
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The annualized rate for the position of Electrician only includes the tool allowance, electrician's licence and annual leave loading.

**c) Shiftwork**

- i) Employees will be required to work rotating shifts spanning rostered hours for morning, day, afternoon and night (Monday to Sunday) as directed and as per the rosters approved by the Operations Manager.

- ii) Any changes to roster shall be developed in consultation with staff, so as to ensure the highest level of productivity is achieved and maintained.
- iii) The duration, commencing times, finishing times and rostered days off and other leave arrangements of rostered shiftwork may be varied by management to meet customer or operational needs at short notice.
- iv) Employees shall be given 48 hours notice of any change in shift roster, except where Clause 6(j) applies or where the request for the roster change is requested by the employee as a roster swap and is approved by the Operations Manager.
- v) An employee not provided with the required notice as detailed in 6(iv) is to be paid a penalty for the first shift on the changed roster calculated on the basis of 50% of the ordinary award rate of pay applicable to such shift.
- vi) As an alternative to the paragraph above, management by agreement with employees concerned may vary the notice period to less than 48 hours without attracting the additional penalty on each occasion.
- vii) The timing of meal breaks during day, morning, afternoon and night shifts shall be staggered in accordance with operational requirements. Employees shall remain on duty during their paid break. In the exceptional circumstances where operational requirements necessitate employees to work through their paid break ordinary annualised rates of pay apply thereafter.

#### **d) Overtime**

- i) Staff are required to work reasonable overtime to meet operational and client needs as rostered or directed by the Operations Manager.
- ii) Reasonable overtime will be determined in consideration of previous overtime worked or not worked, related occupational health and safety issues, operational requirements and planned private arrangements of the employee.
- iii) Overtime work performed outside the rostered shift hours or on rostered days off will be paid on base rates at time and one half for all hours worked (for staff on annualised rates of pay only).
- iv) Eligibility and payment for overtime for all other staff will be as provided in the City of Sydney Wages / Salary Award 2002.
- v) Employees will have the option of payment for this overtime at the above rates or to take time off in lieu at the time and one half rate. This time in lieu is to be taken within 6 months of accrual.
- vi) Time in lieu arrangements will be managed in accordance with Council's Time In Lieu Policy and must be taken in consideration of operational requirements.
- vii) Where an employee commences work at a later start time to allow for a 10 hour break between shifts when required, the employee shall work the full rostered shift hours with a later finish time without penalty payments.

- viii) The Award provisions for a 10 hour break after overtime between ordinary hours on successive days will no longer apply.
- ix) An employee, who has ceased work and returned home, will, if required to resume and cease work before their next normal starting time, receive a minimum payment, inclusive of traveling time, equivalent to 4 hours work at the above overtime rates whether required to work for 4 hours or not.

**e) Hours of Work**

- i) By agreement of management and staff the ordinary spread of hours may extend beyond 6.00 am to 8.00 pm Monday to Friday.

- ii) **Venue Officers**

Ordinary full time weekly working hours shall be an average of 38 hours per week, on the basis of 228 hours per every 6 weeks. Venue Officers who work in excess of 45 hours between Saturday and Friday will be paid at overtime rates for hours worked in excess of 45 hours.

- iii) **Facilities Coordinators**

Ordinary full time weekly working hours shall be an average of 38 hours per week, on the basis of 114 hours per every 3 weeks.

- iv) **Sound & Lighting Technicians**

Ordinary full time weekly working hours shall be an average of 38 hours per week, on the basis of 152 hours per every 4 weeks

- v) **Electrician**

Ordinary full time weekly working hours shall be an average of 38 hours per week, on the basis of 152 hours per every 4 weeks

- vi) **Other Positions**

Ordinary full time weekly working hours for other positions shall be as provided in the City of Sydney Wages / Salary Award 2002.

**f) Casual Employment**

The casual rates of pay for the following classifications are:

- Venue Officers \$23.43/hour
- Sound & Lighting Technicians \$25.58/hour

These rates of pay are inclusive of all casual loadings and all penalty payments, including overtime.

**g) Job Rotation**

- i) To facilitate flexibility in the arrangement of work and to maintain high quality standard, Venue Management Services Unit staff may from time to time be rotated



across the range of venue management duties, work functions and work locations within the City of Sydney Council Local Government Area.

- ii) Job rotation will also assist staff of the Venue Management Services Unit to develop new skills, maintain and/or improve existing skills and increase the staff capacity to perform wider range of responsibilities.

**h) Down Time**

- i) Management and staff shall ensure that productivity and work output is not affected by unnecessary downtime.
- ii) Work functions which are incidental to the main role of staff i.e. wash-up, uniform changing and administration shall be promptly carried out as directed.

**i) Annual Leave**

- i) Annual leave shall be rostered so as to ensure that a sufficient number of skilled staff is always available.
- ii) 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 the Annual Leave provisions of the City of Sydney Wages & Salary Award 2002 (clause 19).

**j) Maximisation of Staff Availability**

If employees on shiftwork are unable to attend work due to unplanned leave provisions (e.g. Sick leave), management may direct:

- i) other employees on shiftwork to attend work to ensure that the shift period is covered for the absence; and / or
- ii) another employee on shiftwork who is not rostered to attend work to provide the necessary services during the employee's leave; and / or
- iii) operational rosters may be backfilled or supplemented with casual or agency staff at any time to cover leave provisions or operational needs as deemed necessary by the Operations Manager.

**12. PRODUCTIVITY BONUS PAYMENTS**

- a) For the duration of the agreement, the Productivity Monitoring Committee will be consulted the productivity of the Venue Management Unit.
- b) Financial Productivity Bonus Payments will be calculated at the end of each financial year (July to June) in the following manner:
  - i) Where the budgeted operating result is exceeded by more than 10% but less than 20% eligible staff will be entitled to a bonus payment equivalent to 1% of their Award base salary.

- ii) Where the budgeted operating result is exceeded by more than 20% but less than 30% eligible staff will be entitled to a bonus payment equivalent to 1.5% of their Award base salary.
  - iii) Where the budgeted operating result is exceeded by more than 30% eligible staff will be entitled to a bonus payment equivalent to 2% of their Award base salary.
- c) As an incentive to reduce absenteeism through sick leave, the following incentive shall apply for the duration of this Agreement.
  - i) Sick leave taken in excess of 7 days per year (from July to June) will be paid at the non-annualised Award rate of pay applicable to the position.
  - ii) At the end of each financial year, a bonus of \$300 will be paid to all employees of the Venue Management Unit if the average rate of absenteeism for the whole group does not exceed 4 days sick leave days per person per year.
  - iii) the measuring methodology will be based on the total number of sick leave days taken (i.e. sick leave with pay, sick leave without pay & family leave) for the Unit, divided by the average staffing level over the 12 month period.
  - iv) Every 12 months after the initial date of registration of this Agreement, the parties will meet to establish new targets and rate of bonus for the following twelve months.
- d) Entitled employees for the purpose of Productivity Bonus Payments are defined as:
  - i) Employees who have been employed on either a full time part time or casual within the unit for the full period of review.
  - ii) Part time and Casual staff employed for the full period of review are to be paid on a pro-rata basis.
  - iii) Staff who retire during the term of the agreement will receive a pro-rata share of the profit bonus up to the date of retirement.
  - iv) Staff who transfer to another unit or division within the City during the term of the agreement will receive a pro-rata share of the profit bonus up to the date of retirement.
  - v) Casual staff are not eligible for the sick leave productivity bonus payment provided in clause 7(c).
- e) Staff will not be considered eligible for any bonus payments in the event of:
  - i) Disciplinary action being taken against the employee during the period of assessment.
  - ii) Resignation or termination of employment during the period of assessment.
- f) The Financial Productivity Bonus Payments will be made by the City to all eligible employees no later than one month following the final audit of the end of year accounts has been completed by Finance.

### **13. PAYMENT OF WAGES**

- a) Beyond the life of the current Enterprise Agreement 2004 (EA2004), Award 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 by substitute arrangement endorsed by Council.
- b) Pay rates contained in this agreement will increase by 4% on 22 July 2006 in accordance with Award provisions.

### **14. PRODUCTIVITY MONITORING COMMITTEE**

- a) A Productivity Monitoring Committee (PMC) will be established to oversee and monitor the operation of this Local Workplace Agreement, and to suggest ways of improving the operation and efficiency of the Venue Management Unit.
- b) The Productivity Monitoring Committee will monitor Venue Management Unit performance against the Corporate Plan key performance indicators and targets and make necessary recommendations for corrective action to ensure the targets are met throughout each year of the Agreement.
- c) The Venue Management Unit productivity and efficiency matters dealt with by this Productivity Monitoring Committee may include but not be limited to:
  - sick leave patterns and incidences
  - work patterns and hours of work
  - customer complaints
  - safe work practices and procedures
  - ensuring expenditure & revenue forecasts are met
  - receiving and acting on results from the quarterly audit
  - multi-skilling and training
  - workplace issues affecting all staff.
- d) The Productivity Monitoring Committee shall comprise of 5 representatives of the Venue Management Services Unit staff, democratically elected by the staff, and will include management representatives. The Productivity Monitoring Committee shall be established in accordance with the provisions of the Productivity Monitoring Committee constitution. The Productivity Monitoring Committee shall meet at least monthly.
- e) The Productivity Monitoring Committee shall meet within seven days of the written request of any Venue Management Services Unit employee or management to discuss matters affecting the workplace.
- f) The Productivity Monitoring 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 timeframe.

- g) All recommendations and considerations made by the Productivity Monitoring Committee should be made in writing to the Director City Works in the first instance.

#### **15. MULTI-SKILLING AND TRAINING**

- a) All staff must be prepared to carry out the full range of duties as and when directed by management provided that the duties are within the limits of the staff skills, competence and training.
- b) 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.
- c) Staff must be prepared to undertake specialist skills training as required. The training may be provided both on and off the job.
- d) 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.

#### **16. 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.
- c) All issues arising out of this Clause shall first be discussed at the Productivity Monitoring Committee.

#### **17. 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 co-operatively in accordance with the City of Sydney Occupational Health & Safety Management System and through the Occupational Health and Safety Committee and other workplace consultative committees.
- b) Employees will wear uniforms and personal protective equipment, including safety footwear, as supplied and directed.
- c) Employees will take all practicable steps to ensure their own safety while at work and to ensure that no action or inaction by themselves while at work causes harm to themselves or any other person.
- d) Employees will report to management as soon as possible any accidents, incidents or hazards arising during the course of their employment.

- e) Council and employees 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 with staff and management.
- f) Council will provide safe systems of work and all staff will they know and 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 at all times. Staff will carry out their work in accordance with safe systems of work as stipulated by their manager, the City of Sydney Occupational Health & Safety Management System and Occupational Health and Safety polices and procedures.
- g) Employees must not misuse any equipment, plant or processes that is provided to ensure workplace health and safety.
- h) Council and all staff will comply with Occupational Health and Safety legislation, codes of practice, Australian Standards and Council's Occupational Health Safety Management System, policies and procedures to ensure a safe and healthy workplace.
- i) The Productivity Monitoring Committee will also devote appropriate time to the development of workplace practices that will reduce or eliminate safety hazards.

## **18. DISPUTES & GRIEVANCE RESOLUTION PROCEDURE**

The parties are strongly committed to consultation and joint problem solving.

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:

- a) Should a grievance or claim arise which gives cause for concern for an employee they shall raise the matter with Section management.
  - i) If not settled to the satisfaction of the employee within 48 hours the employee concerned shall draw the matter to the attention of the divisional Director.
  - ii) If not satisfactorily resolved within a further 48 hours the matter may be brought by either party to the attention of the Chief Executive Officer.
  - iii) As a last resort, if still unresolved to the satisfaction of either party the matter may be referred to the Industrial Relations Commission for conciliation and if necessary arbitration.
- b) Senior management, Council and officials of the United Services Union and the Electrical Trades Union reserve the right to if necessary intervene at an earlier stage, which may involve Industrial Relations Commission conciliation.

## **19. NO EXTRA CLAIMS**

- a) The Unions and their members agree that no further claims will be made on Council for pay increases during the life of this Agreement.
- b) Any pay increases arising from a State Wage Case during the life of this Agreement will be absorbed in the pay increases provided for under the Awards listed in clause 5,

Enterprise Agreement 2004 or any further Enterprise Agreement and/or substitute arrangement endorsed by Council, and this Agreement.

**20. SIGNATORIES TO THE AGREEMENT**

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

SIGNED on behalf of }  
The CITY of SYDNEY COUNCIL } -----  
} Chief Executive Officer

in the presence of }

-----  
Witness

SIGNED on behalf of }  
The United Services Union }  
} -----  
} General Secretary

in the presence of

-----  
Witness

SIGNED on behalf of }  
ELECTRICAL TRADES UNION }  
OF AUSTRALIA: NEW SOUTH }  
WALES DIVISION } -----  
} Secretary

in the presence of

-----  
Witness