

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA09/18

TITLE: Woollahra Municipal Council Beach Cleaners Enterprise Agreement 2009

I.R.C. NO: IRC9/784

DATE APPROVED/COMMENCEMENT: 5 June 2009 / 5 June 2009

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 26 June 2009

DATE TERMINATED:

NUMBER OF PAGES: 15

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to Beach Cleaning Operational Workers whether or not they are members of the NSW Local Government Clerical, Administrative, Energy, Airlines and Utilities Union, employees employed by Woollahra Municipal Council, located at 536, New South Head Road Double Bay NSW 2038, who fall within the coverage of the Local Government (State) Award 2007.

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

Woollahra Municipal Council BEACH CLEANERS Enterprise Agreement 2009

Related to LG Award 2007

Application and Operation of the Agreement

1.1 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 Beach Cleaners Enterprise Agreement 2009” and shall provide the basis for determining the salaries and certain specified conditions of employment for staff employed in the Beach Cleaning area of the Municipality of Woollahra.

This Agreement must be read in conjunction with the Local Government (State) Award 2007 and in the event of conflict, this Agreement prevails.

This Agreement rescinds and replaces the Industrial Agreement registered pursuant to the now repealed *Industrial Arbitration Act 1940* (NSW).

1.2 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.

1.3 Duress

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

1.4 Commencement, Duration and Renegotiation

1.4.1 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.

1.4.2 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.

1.5 Definitions

- Award: Award shall mean the Local Government (State) Award 2007, and any Award that succeeds this Award.
- Operational Workers; Shall mean those staff undertaking beach cleaning and other relevant duties in accordance with the position description associated with this position
- Council: Shall mean Woollahra Municipal Council.
- Industrial Agreement: Shall mean Industrial Agreement No. 7283 registered pursuant to section 11 of the now repealed *Industrial Arbitration Act* 1940.

1.6. Relationship with the Award

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.

1.7. Anti-Discrimination

- 1.7.1 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 responsibility as a carer.
- 1.7.2 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 shall 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.
- 1.7.3 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.
- 1.7.4 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.

1.7.5 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.

NOTE: Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

1.8. No Further Claims

The parties to this Agreement and the employees covered by it agree and acknowledge that the Agreement has been negotiated to ensure the employees' rates of pay and other working conditions have been agreed for the next three years and that there shall be no further industrial or other claims made by them, except as set out in this Agreement.

2. Employees covered by this Agreement

The Council's Beach Cleaning Section employees covered by this Agreement are as follows:

Beach Cleaning Operational Workers whether or not they are members of the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union

The Council's Beach Cleaning section employees not covered by this Agreement are as follows:

Business Centre and Street Cleaning Coordinator, Manager Depot & Waste Services

3 Basis of employment

Each Employee is employed to perform the duties outlined in the position description attached to his/her Offer of Employment. The commencement Grade will also be set out in that letter.

The basis of each Employee's employment is detailed in the Offer of Employment. Any changes in salary grades, promotions, transfers or other alterations to the employment arrangement will be confirmed in writing.

Council shall notify Beach Cleaning Employees who may be affected by proposed changes and their Union, in accordance with Section 34 of the Local Government (State) Award 2007, where Council makes a definite decision to introduce major changes in production, program, organisation structure, or technology, that are likely to have significant effects on employees.

4 Commitment to the Delivery of an Effective Service

4.1 The objective of this agreement is to deliver effective and efficient Council services. The matters detailed below reflect the commitment employees and management have achieved in reaching this Agreement as the basis for meeting this objective:

- Employees covered by this agreement will work diligently and effectively to maintain and enhance the service currently provided to the residents and visitors to the beaches and foreshores of the municipality
- Employees will ensure that litter bins on beaches are emptied consistent with agreed service levels
- Employees covered by this agreement will ensure that promenades are cleaned consistent with agreed service levels introduced in July 2008;
- Employees will ensure that park toilets are opened in accordance with agreed times
- Employees covered by this agreement will remove, wherever possible, graffiti on all Council furniture and structures located within the foreshore reserves and will report any graffiti that they are not able to remove
- Management will ensure that staff receive adequate training to undertake the necessary positional requirements including the operation of the beach rake
- Management and staff within the service will act promptly, consistent with their scope of authority, to remove any impediments to the effectiveness of the service.
- Management and employees shall work together to ensure plant and equipment breakdowns, damage and failures are minimised, and are promptly addressed if they do occur.
- Management and employees shall work together in a team environment to ensure effective communication is maintained and that further opportunities to improve and enhance Council's services are identified and introduced to assist in the ongoing security of Council employment in the long term.
- Management will recognise and reward productivity improvement achievements through the system of bonus payments set out in the Agreement.

4.2 Performance Measures

The parties to this Agreement have established the following list of performance measures against which the achievement of Beach Cleaning objectives shall be measured.

The areas in which performance shall be measured are:

- Operation against the budget determined by Council.
- Corporate and community feedback in respect to the service provided.
- The response time to action requests.
- Completion of work to agreed schedules.
- Compliance with work practices and any other risk management policies and procedures in place.
- The number of substantiated complaints lodged in respect to the service provided.
- The level of uncertified absenteeism of members of team.
- The trial and introduction of new cleaning methods and equipment.

5. Skills and Training

- (a) Employees shall be paid in accordance with the salary range detailed in **Schedule 2, Table A** of this Agreement which recognises and rewards the achievement and part-achievement of certificate qualifications.

- (b) The Grade into which an employee is placed shall be based on a consistent process of recognition of prior learning. This recognition shall be assessed against course competencies as developed by the Department of Technical and Further Education (**TAFE**), or other recognised training organisation (**RTO**).
- (c) Further progression beyond the initial placement shall be through the annual salary / skills assessment system. The annual salary skills system recognises the employees' acquisition and use of skills on the job.
- (d) All Beach Cleaning employees covered by this Agreement who apply for First Aid training through the Council's training calendar shall be eligible to participate in this training. However there shall be a limited number of employees (as agreed with the Manager) who receive payment for designated first aid duties.
- (e) In accordance with Council's Training and Employment Development Policy employees covered by this Agreement shall be encouraged to undertake courses relevant to their position which lead to progression through the grades of the salary system. Where practicable, Council shall facilitate the required training.

6. Rates of Pay and Productivity

6.1 Pay Rates and Increases

- (a) Employees' rates of pay are calculated in accordance with **Schedule 1, Table A**.
- (b) The rates of pay are set out (and reviewed as required) in accordance with the Council's Skills Assessment System.
- (c) The rates of pay, detailed in this Agreement, shall be varied consistent with salary movements through Council's salary system and any increases in the Local Government (State) Award 2007.
- (d) The Disability Allowance shall be paid in accordance with **Schedule 1 Table B**.
- (e) The rates of pay, as detailed in **Schedule 1** to this Agreement, have been determined in recognition of the establishment of a thirty-eight (38) hour seven (7) day roster, which eliminates the need to pay overtime for rostered work on weekends.
- (f) In addition to the grade range available based on the acquisition and use of established competencies Beach Cleaning Team employees shall be paid an Employees' Agreement Allowance as detailed in **Schedule 1, Table C**.
- (g) Beach Cleaning Team employees shall be paid an allowance in recognition for the pattern of working hours which includes ordinary hours worked on Saturday and Sunday. As detailed in **Schedule 1, Table D**. This allowance shall operate in lieu of any variation to the Award which includes payment of a loading for working ordinary hours on Saturday and Sunday.

6.2 Reduction of Sick Leave Bonus

The objective of this provision is to reduce the disruption to the Department caused by unplanned absences. This bonus system is additional to other payments and entitlements.

At the end of November in each year of the Agreement, a Reduction of Sick Leave Bonus shall be calculated based on the previous twelve months attendance record of each employee at the rate shown in **Schedule 1, Table E**. This payment will be paid in the first pay period in December. If the Agreement commences before 1 December 2009, a pro-rata payment will apply for the period of time between the commencement date of the Agreement and 30 November 2009.

The Reduction of Sick Leave Bonus shall be paid as a lump sum based on the number of sick leave days taken for the preceding twelve months, and in accordance with **Schedule 1, Table E**.

Temporary employees shall be eligible to participate in the Reduction of Sick Leave Bonus scheme, on a pro-rata basis.

The Sick Leave Reduction Bonus shall not be paid to casual employees

Doctor's certificates must be submitted for any sick leave in excess of three occurrences of one day or less, and for any occurrence of more than one day.

Excessive sick leave or carer's leave shall be dealt with as a performance management issue.

7 Hours of Work

7.1 Ordinary Hours

Except as otherwise provided in an offer of employment, under this Agreement, Employees are required to work an average of 76 hours per fortnight (provided that Employees have at least four days off) and reasonable additional hours. Any reasonable additional hours worked will be paid at Employees' overtime rates.

The actual hours worked by each Team shall be established by agreements between the Manager, relevant Coordinator and the Team Leader. The actual hours will vary depending upon issues, such as but not limited to: seasonal requirements, special events, water restrictions.

The hours of work for employees employed under this Agreement shall be as established in the roster schedule which is marked as **Schedule 3** to this Agreement. Employees when employed under this Agreement shall be assigned to either Team "A" or "B". Hours worked shall be consistent with the roster, except where varied by agreement. Work outside the agreed roster shall be overtime and paid consistent with the provisions of the Award.

The parties acknowledge and accept that employees in consultation with the Team Leader and relevant Coordinator may swap shifts to suit personal circumstances. These shift changes shall not affect the service provided by the teams.

7.2 Additional Hours

- (a) Employees may not refuse to work any reasonable additional hours. In determining if additional hours are reasonable, all relevant factors will be taken into account, including:

- (i) any risk to Employees' health or safety;
- (ii) Employees' personal circumstances and family responsibilities;
- (iii) the needs of the workplace;
- (iv) the notice given by the Council of the additional hours, and by Employees of their intention to refuse it;
- (v) whether any of the additional hours are on a public holiday; and
- (vi) Employees' hours of work over the four weeks immediately before they were required or requested to work the additional hours.

Unless Employees advise the Manager or relevant Coordinator that they feel any additional hours or shifts are unreasonable, immediately upon being given notice of the additional hours; then the additional hours are deemed to have been accepted by them as reasonable, and they are deemed to have volunteered to work the hours and receive payment at their overtime rate.

7.3 Shift Work

Except as otherwise provided ordinary hours worked outside the span of 5 am to 6pm Monday to Friday shall attract 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the span of hours specified.

Shift penalties shall be paid for ordinary work performed between Monday and Friday and shall not be paid on weekends.

7.4 Overtime

- (a) All overtime must be approved prior to it being worked.
- (b) Except where otherwise agreed, all time worked by direction before or after ordinary hours shall be paid at the rate of time and a half for the first two hours and double time thereafter.
- (c) Overtime worked on Saturday shall be paid at time and a half for the first two hours and double time thereafter. Any overtime worked after 12 noon on Saturday shall be paid at double time.
- (d) Overtime worked on Sunday shall be paid for at double time.
- (e) Overtime shall be claimed within 10 days of being worked.
- (f) Where there is prior agreement between the Council and the employee, an employee may elect time in lieu rather than being paid overtime rates.
- (g) All time in lieu is graded equivalent for the actual hours worked.

7.5 Meal Breaks

Employees shall have an unpaid meal break of at least 30 minutes within the first five hours of continuous work.

In unforeseen circumstances and according to occupational health and safety standards, a meal break may be delayed.

7.6 Work Breaks

The parties have committed to work constructively to maximise the effectiveness of Council's operations. The long-term competitiveness of the services currently provided by Council employees is critical to ensure job security. The ability of the team to maximise production by minimising down time shall assist the team to achieve full schedule targets as well as providing maximum potential to achieve additional duty targets towards the productivity bonus:

- (a) Breaks shall be taken in a manner, determined by the work teams, to minimise the disruption to the work flow. This may include flexibility in the time at which the break is taken and situations in which the break may be staggered through the team members.
- (b) The break should be taken at the work site and arrangements for food and drink, to be consumed during the break, shall be made prior to the commencement of work or during the break.
- (c) The Team Leader shall choose a work break site which has access to a toilet or amenities block.
- (d) The Team Leader shall be accountable to ensure the effectiveness of the team is maximised with respect to the flow of work across the morning tea break.

8. 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.

9 LG Award Terms and Conditions

For the purposes of this Agreement, the following terms and conditions of employment shall be in accordance with the terms and conditions set out in the Local Government (State) Award 2007, or otherwise covered by Councils Policies & Procedures

- 9.1 Redundancies**
- 9.2 Annual Holidays**
- 9.3 Long Service Leave**
- 9.4 Transferred Leave**
- 9.5 Personal and Carer's Leave**
- 9.6 Parental Leave**
- 9.7 Paid Maternity Leave**
- 9.8 Adoption Leave**
- 9.9 Compassionate Leave**
- 9.10 Termination of Employment**
- 9.11 Grievance and Dispute Procedures**
- 9.12 Public Holidays**
- 9.13 Code of Conduct**

SCHEDULE ONE

Table A – Composition of Pay Elements

Position	Grade Range A	Disability Allowance B	Employees Agreement Allowance C	Pattern of Work Hours Allowance D	Sick Leave Reduction Bonus E	Total Pay
Operational Worker - Beach Cleaning	8-20	YES	YES	YES	YES	A+B+C+D+E

Table B – Disability Allowance

All positions	\$30.75 per week
---------------	------------------

Table C – Employees’ Agreement Allowance

All positions	\$30.00 per week
---------------	------------------

Table D – Pattern of Work Hours

(for working the ordinary hours contained in the roster in schedule 1 of this agreement)

Position	Allowance (Per Week)
Operational Worker – Beach Cleaners	\$80.00

Table E – Reduction of Sick Leave Bonus

All positions	A maximum of \$1000 paid for the preceding twelve month period
---------------	--

No of sick leave days taken	Bonus Amount for the twelve month period
Greater than 5 but not exceeding 6	\$125
Greater than 4 but not exceeding 5	\$250
Greater than 3 but not exceeding 4	\$500
Greater than 2 but not exceeding 3	\$750
2 or less	\$1000

Schedule 2 - Table A

1. The rates of pay in this Agreement shall be varied consistent with movements in the Award and Council's salary system.

Position	Grade	Training Requirement	Weekly Rate
Operational Worker – Beach Cleaning	8		\$690.71
Operational Worker – Beach Cleaning	9	25% Certificate II	\$703.04
Operational Worker – Beach Cleaning	10	50% Certificate II	\$716.43
Operational Worker – Beach Cleaning	11	75% Certificate II	\$730.46
Operational Worker – Beach Cleaning	12	100% Certificate II	\$745.13
Operational Worker – Beach Cleaning	13	25% Certificate III	\$759.69
Operational Worker – Beach Cleaning	14	50% Certificate III	\$775.11
Operational Worker – Beach Cleaning	15	75% Certificate III	\$790.20
Operational Worker – Beach Cleaning	16	100% Certificate III	\$806.04
Operational Worker – Beach Cleaning	17	25% Certificate IV	\$822.1994
Operational Worker – Beach Cleaning	18	50% Certificate IV	\$838.4627
Operational Worker – Beach Cleaning	19	75% Certificate IV	\$854.6196
Operational Worker – Beach Cleaning	20	100\$ Certificate IV	\$871.7335

Beach Cleaning Teams Work Roster

Week 1

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
TEAM A	5.00am-2.00pm	OFF	5.00am-2.00pm	5.00am-2.00pm	5.00am-2.00pm	5.00am-2.00pm	OFF
TEAM B	5.00am-2.00pm	5.00am-2.00pm	5.00am-2.00pm	5.00am-2.00pm	5.00am-2.00pm	OFF	5.00am-9.00am

Beach Cleaning Teams Work Roster

Week 2

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
TEAM A	5.00am-2.00pm	5.00am-2.00pm	5.00am-2.00pm	5.00am-2.00pm	5.00am-2.00pm	OFF	5.00am-9.00am
TEAM B	5.00am-2.00pm	5.00am-2.00pm	5.00am-2.00pm	OFF	5.00am-2.00pm	5.00am-9.00am	OFF

Signed by the parties on this _____ day of _____ 2008

SIGNED on behalf of)
WOOLLAHRA MUNICIPAL COUNCIL)
in the presence of)
General Manager

.....
Witness

SIGNED on behalf of the)
NEW SOUTH WALES LOCAL GOVERNMENT,)
CLERICAL, ADMINISTRATIVE, ENERGY,)
AIRLINES AND UTILITIES UNION) General Secretary
in the presence of)

.....
Witness