

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/18

TITLE: Woolahra Municipal Council Trades Agreement

I.R.C. NO: IRC3/294

DATE APPROVED/COMMENCEMENT: 10 February 2003 / Commenced 28 October 2002

TERM: 28 April 2004

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 28 February 2003

DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of Woollahra Municipal Council, engaged in its Trade Group, who fall within the coverage of the Local Government (State) Award 2001

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



Woollahra Municipal Council Trades 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, Trades Agreement. The Agreement provides Council's trades staff with a package of improved conditions, the opportunity for trades staff to broaden their skills, and the payment of a work flexibility allowance, and requires the trades staff to become multi-skilled, to reduce the current level of sick leave, and to develop flexible work practices.

2. The Parties

The Parties to this Agreement are Woollahra Municipal Council and the Federated Municipal and Shire Council Employees Union of Australia, New South Wales Division.

3. Duress

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

4. Commencement and Duration

The Agreement shall come into operation from 28 October 2002 and shall remain in force for a period of eighteen (18) months.

5. Definitions

Award: Shall mean the Local Government (State) Award 2001 and any Award which succeeds this Award.

Council: Shall mean Woollahra Municipal Council.

Industrial Agreement: Shall mean Industrial Agreement No. 7283 (Schedule 2) registered pursuant to section 11 of the now repealed *Industrial Arbitration Act 1940*.



Minor: Shall mean, in the context of skill use, work from another trade that does not require the full range of trades skills and is of limited scope. The required work would be of an ancillary nature and would be closely associated with the normal trades activities of the tradesperson.

Union: Shall mean the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division.

Trades staff: Shall mean employees, including the supervisor, employed in the Trades Section of the Property and Projects Department of Council's activities. The number of employees employed in the Section during the period of the Agreement shall be a minimum of eight (8). This number shall be reviewed towards the end of the period of the Agreement.

6. Relationship with the Award and the Industrial Agreement

6.1 This Agreement shall be read and interpreted wholly in conjunction with the Award and the Industrial Agreement.

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. The Work Flexibility Allowance will be increased consistent with movements in the Award.

6.3 In the event of any inconsistency between the Award, or the Industrial Agreement, and this Agreement, this Agreement shall prevail to the extent of the inconsistency.

6.4 Where this Agreement is silent the Award and the Industrial Agreement shall prevail.

7. No Extra Claims

7.1 The parties to this Agreement have undertaken not to pursue any extra claims in respect to wages and conditions of employment except those that are part of an Award or Council wide initiative.

8. Objectives and Aims of the Agreement

8.1 The parties to this agreement are committed to maintaining and continually improving the quality and effectiveness of the service provided by the trades group to Council. This Agreement facilitates a process of multi-skilling that will remove artificial barriers in the work environment and allow a logical and complete approach to work requirements leading to increases in productivity. This commitment builds on the undertakings given at an industry level by each of the unions party to the Award.

8.2 The trades group will broaden the range of duties they perform to provide a more comprehensive service to Council. This broadening of the duties performed will always be within the skill and competence of the individual tradesperson and occupational health and safety requirements. An assessment of competency shall be undertaken by the relevant supervisor prior to any recognition and reward for the skill. Schedule 1 to this Agreement details the multi-skilling requirements for each of the trades in addition to their normal trades functions.

8.3 Management accept that the principal duties for trades staff will be those undertaken consistent with the trade qualifications of the position.

8.4 The Agreement provides an incentive to trades staff to reduce the length and level of sick leave. The program provides a benefit to staff that is proportional to the reduction in the amount of sick leave taken in each calendar year.

8.5 Specific changes implemented as a consequence of this Agreement are as follows:

8.5.1 Working in a flexible manner to ensure that work breaks are taken at logical times in terms of the flow of work and that no additional compensation will be sought when this flexibility requires breaks to be taken at times other than those at which they are normally taken.

8.5.2 Accessing the action request system by computer to:-

- Receive and prioritise action requests;

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- Make notations on the system, for example, waiting for materials, forwarded to another section for action, etc.; and
- Sign off on completion of a job and detail actions taken.

8.5.3 Using the purchase ordering system to:-

- Determine the materials required for the job;
- Source suppliers;
- Raise purchase requisitions and refer for authorisation;
- Take receipt of goods and check against delivery dockets and/or invoices; and
- Ensure correct cost centres, resource numbers and project numbers are used on each order.

8.5.4 Carrying out multi-skilling work that might otherwise be undertaken by other trades staff. Such work is detailed in Schedule 1 of this Agreement and has been identified as improving the effectiveness of the operation and completing the whole of a job rather than the specific element that may require the particular trade's skills. The skills identified in Schedule 1 are ancillary to the work performed by the position holder consistent with the position description for the position.

8.5.5 Working overtime when required consistent with the provisions of the Award. No fares and travel time will be paid when overtime is worked unless it is prescribed by the Award.

8.5.6 The current work practice of finishing work on each Friday 15 minutes prior to the normal end of the shift shall be discontinued. The shift on Friday will now commence at 6:45 am and finish at 3:30 pm.

8.5.7 Carrying risk identification and defect sheets in vehicles at all times and using them to record hazard spotting. Completed sheets will be handed to the Supervisor for programming or referral.

8.5.8 Operating in a flexible manner and applying safe systems of work to ensure Council gains effective value from any additional licences or competencies that are acquired and used as a result of the implementation of this Agreement.

8.5.9 Working in a manner that provides a complete service to Council. This will require an approach to work that leads to these behaviours:-

- Looking for and carrying out necessary work in the area in which a particular job is being undertaken to reduce the need for other Council staff to be called back to the area to undertake a minor task.
- Identifying and undertaking minor repairs in the work area.
- Identifying and reporting larger jobs to ensure they are then appropriately programmed.

8.5.10 Working as part of a team to ensure that if urgent work comes through then the whole section helps out and when one trade has a big job then the other trades will help bring about a successful result.

8.5.11 Council will encourage flexibility and effectiveness in the section by providing:-

- a mobile phone to each team;
- appropriate training to support multi-skilling;
- at the Supervisor's discretion an accumulation of RDO's to suit work requirements; and
- a sick leave reduction incentive scheme to reduce unplanned absences.

8.5.12 The Supervisor of the Trades Section has entered into the process of workplace reform in a positive manner. The skill based increases included as the central feature of this Agreement are not specifically relevant to the position of Supervisor. Negotiations have identified the changes in work practices, detailed below, that will support the initiatives in the Agreement.

- Rostered Days Off shall be accumulated at times of peak demand and taken when mutually convenient to the Supervisor and the Manager;

- Identify and where appropriate undertake minor repairs while travelling in the municipality;
- Train trades staff in the use of the software applications and systems;
- Commence shift at a time appropriate (6:30 am Monday to Thursday and 6:15 am on Friday) to arrange for jobs to be provided to Trades staff to ensure they commence their work at 7:00 am;
- Maintain the current work practice of taking meal breaks at a time to ensure minimum disruption to the flow of work and to ensure that the work is done safely and promptly; and
- Increase the detail of inspection and assessments of Council properties and trades jobs to provide a basis for improvements in the performance of the team.

9. Work Flexibility Allowance

- 9.1 As recognition for the broadening of the range of skills used by trades staff and the increased flexibility of the section the weekly rate of pay for trades staff shall be increased by the payment of a Work Flexibility Allowance (the Allowance) in two components as detailed in Schedule 2 to this Agreement.
- 9.2 The first component of the Allowance shall be operative from the beginning of the first full pay period to commence on or after 28 October 2002.
- 9.3 The second component of the Allowance shall be operative from the date when management is satisfied that the trades employee has acquired and is regularly using the action request and purchase order systems and is participating positively in the process of multi-skilling. The operative date for the second component of the allowance may vary from employee to employee based on their demonstrated commitment to the principles of this Agreement.
- 9.4 The allowance shall be paid during periods of paid leave as identified in the Award.
- 9.5 Other allowances as prescribed by the Award shall be paid consistent with the relevant provision of the Award.



9.6 Both components of the Work Flexibility Allowance shall be varied consistent with movements in the Award.

10. Skills Acquisition and Application

10.1 The acquisition and use of the skills detailed in the multi-skilling requirements for each trade and using the action request and purchase order systems will be reviewed on a regular basis to ensure trades staff have gained the necessary level of competency and are using the skills to increase the effectiveness of the service.

10.2 Where trades staff who have been paid the second component of the Allowance are found not to be applying the required skills they shall be given appropriate remedial training and counselled consistent with Council's disciplinary procedure.

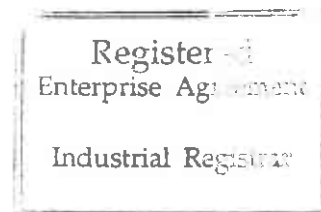
10.3 The continued failure to effectively apply the additional skills identified in this Agreement shall result in disciplinary action.

11. Performance Measurement

11.1 The parties to this Agreement have established the following list of performance measures against which the success of the Agreement shall be measured. The areas in which performance will be measured are:

- Feedback from other activities of Council in respect to the effectiveness and flexibility of the service provided.
- Demonstrated flexibility in carrying out work to maximise productivity.
- The response time to action requests.
- The acquisition and effective use of the skills that will lead to increased efficiency of the service.
- The levels of absenteeism and sick leave of members of team.
- The accidents and incidents trend for the section.

11.2 The parties, during the first three months of the Agreement, will monitor the performance of the trades group in each of the areas identified and shall agree on a specific standard appropriate in each measure. Thereafter, the measures shall be reviewed on a twelve monthly basis.



12. Training Needs

Council undertakes to assess training needs in conjunction with assessments of skills under Council's salary system and to give genuine consideration to requests for training that are applicable to the job and would add value to the services provided by Council.

13. Accumulation of Rostered Days Off (RDO's)

- 13.1 The Supervisor may require staff to work on an RDO where justified by work requirements and where the staff affected agree(s) to work on the day.
- 13.2 Where work is undertaken on a scheduled RDO the day shall be accumulated as time-off-in-lieu.
- 13.3 Time-off-in-lieu shall be taken within one month of the time being accrued and at a time that is mutually convenient to the employee and to management.
- 13.4 These time-off-in-lieu arrangements shall not affect the operation of the nine-day fortnight.

14. Work Break for Morning Tea

A principal outcome of the negotiation of this Agreement has been a commitment 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 custom and practice which has been adopted by some work teams for the taking of the morning tea break has been identified as a significant impediment to achieving optimum effectiveness in service provision. The parties agree that the following principles shall apply to the taking of the morning tea break:-

- 14.1 The break will 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.

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- 14.2 The break will be taken at the work site and arrangements for food and drink, to be consumed during the break, will be made prior to the commencement of work or during the break.
- 14.3 A work team may agree to take the morning tea break adjoined to the lunch break or at the end of their shift in which case the break will be of fifteen (15) minutes duration.
- 14.4 The supervisor will be accountable to ensure the effectiveness of the team is maximised with respect to the flow of work across the morning tea break.
- 14.5 The break will not in any circumstances, except where a work team makes an agreement consistent with sub-clause 14.3, be in excess of ten minutes. The period of the break shall be measured from the ceasing of work until the recommencement of work.

15. Sick Leave Reduction Program

- 15.1 The objective of this provision is to reduce the disruption to the section caused by unplanned absences.
- 15.2 At the end of each calendar year of the Agreement the sick leave records of each of the trades employees shall be reviewed.
- 15.3 Employees who have taken more than nine (9) days sick leave in the 12 month period shall not be entitled to the bonus leave provided through this program.



15.4 Bonus leave shall be awarded consistent with the table below:

Number of Sick Leave Days Taken in the Year	Bonus Leave (Days)
10 or more days	Nil
More than 6 days and less than 10 days	1
More than 3 days and 6 or less days	2
3 or less days	3

15.5 An employee who has been employed for a period of less than 12 months at the time of review shall receive a proportional benefit based on the actual period of employment and a pro-rata application of the scale shown above.

15.6 Such bonus leave shall be taken at a mutually convenient time.

16. 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.

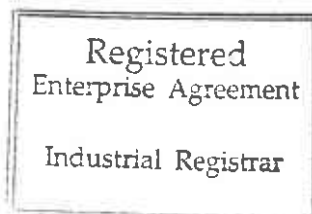
- The right to be treated fairly and to perform their role as union delegate without any discrimination in their employment;
- The right to formal recognition by the employer that endorsed union delegates speak on behalf of union members in the workplace;
- The right to bargain collectively on behalf 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.

17. Anti-Discrimination

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 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.

17.5 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."

18. Interpretation Dispute Handling Procedure

18.1 The parties to this Agreement will respect the understandings discussed in establishing this document. Where a dispute is raised regarding the interpretation of the Agreement the following procedure shall be adopted:-

18.1.1 Where work is required of a tradesperson that is the subject of dispute then there shall be a two day moratorium by management on the requirement for the employee to undertake the work.

18.1.2 The two day moratorium shall be used to discuss and resolve the interpretation of the Agreement which is the subject of dispute.

18.1.3 The parties agree to apply the principles discussed during the making of this Agreement to resolve the disputed work.



18.1.4 Where no agreement can be reached between management and the employee(s) involved the parties may seek representation. Management has the right, should the period for the discussion exceed the two days as mentioned in paragraph 18.1.2, to require the employee to perform the disputed work.

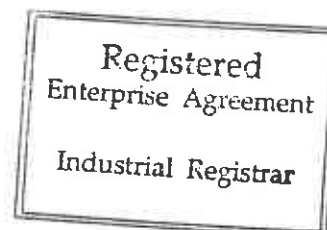
18.1.5 Where the representatives of the parties cannot resolve the matter the grievance and dispute procedure detailed in the Award shall be applied.

19. Review of the Agreement

The Agreement shall be reviewed at the completion of six (6) months of operation to establish the benefits to Council achieved by continuing the Agreement and the performance of the section against established targets. The parties will work cooperatively to ensure that the benefits outlined in the Agreement are achieved.

20. Renegotiation of the Agreement

The parties to this Agreement shall meet to renegotiate the provisions contained herein six (6) months prior to the date of its cessation. Should there be no agreement between the parties the existing provisions shall remain in force until rescinded by the making of a new Enterprise Agreement.



Schedule 1 – Trades Multi-Skilling Requirements

The list of activities detailed below applies to all trades staff and includes those currently undertaken in the exercise of trade skills. The list is indicative of the nature of activities required and is not exhaustive.

- Replace tap washers.
- Carry-out glazing work.
- Replace light globes in properties.
- Dig trenches to address plumbing problems.
- Undertake minor plumbing repairs (e.g. replace toilet seats, etc.,)
- Undertake general labouring duties to assist other trades.
- Provide labouring assistance in office relocations.
- Undertake minor lock repairs. (Tighten and adjust. Install basic lock sets.)
- Undertake minor graffiti removal.
- Undertake minor painting work.
- Undertake line marking.
- Undertake timber fence repairs.
- Undertake metal fence repairs.
- Undertake timber bollard repairs.
- Undertake metal bollard repairs.
- Undertake timber seat and table repairs.
- Undertake metal seat and table repairs.
- Replace taps and shower heads.
- Undertake timber shelving repairs.
- Undertake metal shelving repairs.
- Undertake street furniture repairs.
- Undertake bin repairs.
- Undertake bus shelter repairs (including removing posters and rubbish).
- Clean roof gutters.
- Repair and install street, park, regulatory, temporary construction, etc., signage.



Schedule 2 - Work Flexibility Allowance

Payment	Amount (Per Week)
First Component	\$30.00
Second component	\$20.00

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Signed by the parties on this 21st day of January 2003.

SIGNED on behalf of
WOOLLAHRA MUNICIPAL COUNCIL)

in the presence of)

[Signature]
.....
General Manager

[Signature]
.....
Witness

SIGNED on behalf of the
FEDERATED MUNICIPAL AND SHIRE
COUNCIL EMPLOYEES' UNION OF
AUSTRALIA, NEW SOUTH WALES
DIVISION)

in the presence of)

[Signature]
.....
General Secretary

[Signature] *[Signature]*
.....
Witness

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Approved
11 Feb 2003
[Signature]