

ENTERPRISE AGREEMENT

NO: E.A. 23 /1993

DATE REGISTERED: 11-2-93

PRICE: \$ 18-00

SYDNEY CITY COUNCIL (CLEANER'S)

ENTERPRISE AGREEMENT

1. Parties to Agreement

This Agreement is made pursuant to the Industrial Relations Act 1991, in accordance with Sections 115-142 of the said Act, entered into on ...~~1991~~...~~1992~~..., 1992, between the Council of the City of Sydney (hereinafter referred to as "the Council"), of the one part, and the Federated Municipal and Shire Council Employees' Union of Australia, N.S.W. Division, (hereinafter referred to as "the Union"), of the other part.

It is agreed that :

2. Title of Agreement

This Agreement shall be known as the Sydney City Council (Cleaner's) Enterprise Agreement.

3. Table of Contents

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4. Definitions

"Award" means the Council of the City of Sydney (Wages Division, Wages and Conditions) Award.

"Employee" means a person employed in the capacity of Cleaner, or an employee listed in Schedule 2 to this Agreement, excluding those employees engaged in cleaning functions within the responsibility of Council's Cleansing Operation.

5. Application

This Agreement shall only apply to employees as defined in this Agreement.

6. Relationship of the Award

This Agreement is to be read and interpreted wholly in conjunction with the said Award. The Award continues to regulate the terms and conditions of employment of employees, provided that where there is any inconsistency between this Agreement and the said Award, this Agreement shall prevail to the extent of the inconsistency.

7. Declaration

This Agreement was not entered into under duress by any party to it.

8. Objective

The intention of this Agreement is to:

- o implement working arrangements that maximise productivity and efficiency in the delivery of cleaning services.
- o establish a multi-skilled classification that facilitates improved flexibility and provides employees with more fulfilling and interesting work.

9. Salary System

9.1 The rates of pay to be paid to employees will be as set out below:

Classification	Wage Rate
Cleaner	\$431.00 per week

10. Job and Skill Requirements

10.1 Definitions of skills, qualifications, experience and job functions for the classification of a Cleaner are contained in Schedule 1 to this Agreement.

10.2 These definitions are to be regarded as indicative of the job functions and requirements of the classifications Council may refine the job and skill definitions to address changes in task, skill and qualification requirements, provided that such changes are consistent with the classification and are undertaken in consultation with the Union.

11. Appointment/Progression

11.1 Appointment as a Cleaner is subject to Council certifying that the employee meets the skills and training, and qualification requirements specified in Schedule 1, or he or she is assessed by Council as possessing equivalent skills and/or qualifications.

12. Transitional Arrangements

12.1 Those employees listed in Schedule 2 to this Agreement shall be appointed to the classification set out in the said Schedule, effective from the operative date of this Agreement.

12.2 The Cleaning classification introduces the concepts of self supervision.

13. Variations

The pay rates specified in this Agreement shall be adjusted in accordance with decisions of the Industrial Relations Commission in any State Wage Case Judgement made pursuant to Section 14 of the Industrial Relations Act, 1991, provided that any conditions established by such Judgement should be first agreed to by the parties. Such agreement shall include an operative date.

14. Working Arrangements

- 14.1 Council may introduce shift work for employees covered by this Agreement, in accordance with the provisions of Clause 6 of the award.
- 14.2 Shifts may be arranged to include a paid crib break or an unpaid meal break as determined by Council.
- 14.3 Any shiftwork introduced shall be regarded as part of normal working arrangements and will be paid in accordance with Clause 11 of the Award, and may continue in operation, notwithstanding any action that terminates or varies this Agreement.
- 14.4 Council may engage casual staff to supplement permanent employees, as required.

15. Use of Skills

- 15.1 Council may direct an employee to carry out such duties and use such tools and equipment as are within the limits of the employee's skill, competence and training.
- 15.2 Any direction issued by Council shall be consistent with its responsibilities to provide a safe and healthy working environment.

16. Training and Development

- 16.1 The parties recognise that the ongoing training and skill development/enhancement of employees is essential to satisfy the objectives of this Agreement.

- 16.2 Accordingly, Council undertakes to provide employees with appropriate on-the-job and formal training necessary to satisfy the requirements of the Cleaning classification.
- 16.3 Employees and the Union shall be responsible for co-operating positively in training and development activities.*

17. Productivity and Efficiency

- 17.1 Negotiations which are aimed at bringing about change that improves the efficiency and productivity of the cleaning service will continue.
- 17.2 In relation to 17.1, it is an objective to have simultaneous improvements in all aspects of the cleaning service including costs, quality, service delivery, flexibility, education, training and technology.
- 17.3 In assessing improvements in productivity and efficiency, performance measurements may include, but will not necessarily be restricted to, income, costs, working capital, service delivery methods/time, work organisation flexibility, absenteeism, safety, equipment down time, increased skills/ education, customer/employee satisfaction, assessment against industry standards.

18. Overtime and Travelling Time

At the election of the employee, the Council may grant leave in lieu of payment of overtime and/or travelling time, provided that this arrangement does not hinder Council's cleaning operations. The leave granted is to be equivalent to the actual hours worked, and/or time spent in travelling, provided that leave in lieu of the payment of travelling time is not to exceed 3 hours.

19. Grievance Procedures

The provisions of Clause 29, Dispute Settlement Procedures of the said Award, apply.

20. Term

This Agreement shall operate from the date of registration and shall remain in force for a period of 12 months, unless varied or terminated earlier by the provisions of the Industrial Relations Act, 1991.

Signed for on behalf of
The Council of The City of Sydney:

In the presence of:



15/1/93

.....
TOWN CLERK

THE COUNCIL OF THE CITY OF SYDNEY



.....
MANAGER EMPLOYEE SERVICES

THE COUNCIL OF THE CITY OF SYDNEY

Signed for on behalf of the
Federated Municipal and Shire Council
Employees' Union of Australia
(N.S.W. Division)

In the presence of:



.....
GENERAL SECRETARY

25-1-93


.....
WAGES ORGANISER

Schedule 1 - Position Requirement Schedule

PROPERTIES CLEANER

A Cleaner undertakes cleaning, tidying and general maintenance activities.

Functions

The following are indicative of the tasks that may be performed:

- * Clean all areas of Council's commercial and municipal properties including depots.
- * Maintain Council properties in a clean and tidy state by collecting and disposing litter, applying various cleaning techniques, i.e. sweeping, mopping, polishing, etc.
- * Sweep from building alignment to building alignment, including colonnades and other areas.
- * Remove weeds, posters and graffiti, from all bitumen sealed surfaces of tennis courts, basketball courts and common areas, on Council property.
- * Operate various cleaning equipment and perform minor maintenance to such equipment.
- * Maintain stormwater drains within Council properties in a clean condition and free from obstructions.
- * Assist with the unloading of meals-on-wheels for patrons at the Activity Centres.
- * Check all lights (globes), mirrors, taps, toilet bowls, hand wash bowls, etc. to ensure they are in an operable condition. Attend to minor repairs and report defects to supervisor.
- * Undertake minor repairs to fittings and fixtures within the level of skill and training.
- * Ensure adequate supplies of toiletries, e.g. soap, toilet rolls, etc., including ordering of necessary supplies.
- * Perform other duties as directed by supervisory staff within reason.

Essential Requirements/Qualifications

- * Knows the appropriate uses of and can safely apply/operate cleaning equipment, cleaning fluids and chemicals.
- * Be passed fit by the City Medical Officer for performing the duties of a Cleaner.

Essential Requirements/Qualifications (cont'd.)

- * Be prepared to work shift work when required.
- * Can answer routine telephone enquiries.
- * Can deal with the public in a courteous and efficient manner.
- * Can read and communicate in English to a level that enables the accurate interpretation of internal memos, instructions etc., and the conduct of general communication with the public, Council members and staff.
- * Can work either in a team environment or individually under routine supervision.

Formal Qualifications

- * Class 1A Driver's Licence and have passed Council's driving test.
- * Completion of Council's Induction Course
- * First Aid Certificate.

Equipment

Can operate in a competent and safe manner and in accordance with manufacturer's instructions and Council requirements, the following equipment :

Vaccum Cleaners
Carpet Shampoo Equipment
Buffers/Polishing machine
Other related cleaning equipment and chemicals

TRANSITIONAL ARRANGEMENTS

<u>Name</u>	<u>New Classification</u>
E. Barry	Cleaner
P. Cassar	"
J. Graham	"
J. Holdsworth	"
J. Kent	"
L. Norman	"
G. Pjetri	"
S. Martin	"
J. Lowe	"
S. Mason	"
C. Powell	"
K. Anderson	"
L. Condon	"
M. Bartolic	"
* G. Dorsett	"

* Cleaner with the retention of existing wage rate.