

ENTERPRISE AGREEMENT

NO: E.A. 280 /1994

DATE REGISTERED: 8-8-94

PRICE: \$ 10-00

SYDNEY CITY COUNCIL

RECREATION AND COMMUNITY SERVICES CENTRES

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, 1993, between the Sydney City Council (hereinafter referred to as "the Council"), of the other part.

It is agreed that:

2. Title of Agreement

This Agreement shall be known as the Sydney City Council Recreation and Community Centres Enterprise Agreement.

3. Table of Contents

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4. Definitions

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

"Employee" means a person permanently or temporarily employed in the capacity of Recreation/Community Centre Manager or Recreation/Community Programme Co-ordinator, excluding persons employed on a casual basis.

"Class and Salary Point" means the corresponding class and salary point specified in clause 8(2) of the Award.

5. Application

This Agreement is to regulate salaries and specified conditions of employment of employees employed as Recreation/Community Centre Managers and Recreation/Community Programme Co-ordinators in the Recreation Services Unit of the Cultural and Community Services Division of the Council, engaged in the occupation of the management and/or delivery of recreation and community programs and services.

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. Objectives

The aims of this Agreement are to:

- Implement working arrangements and patterns that maximise productivity, flexibility and efficiency in the delivery of recreation and community services to the community of the City of Sydney.
- Facilitate the provision of high quality services to customers.
- Introduce a classification structure that accommodates multi-skilling, flexibility in the performance of tasks and opportunities for the enhancement of skills and knowledge.

9. Salary System

- (a) Employees will be paid rates of pay subject to the provisions of Clause 10 of this Agreement, which attach to the salary class and point within the salary class range as set out below:

Classification	Class and Salary Point
Recreation/Community Programme Co-Ordinator	6.1 range 6.5
Recreation/Community Centre Manager	9.1 range 9.5

- (b) The reference to 'range' in sub-clause (a) means the salary points in Clause 8(2) of the Award occurring between the Class and Salary Points specified.
- (c) As a result of adopting an averaging pay system, the above rates of pay are inclusive of shiftwork penalties, and additional leave benefits available to shiftworkers who work a rostered shift, or are rostered off duty on a public holiday. Accordingly, the following provisions of the Award shall not apply to employees covered by this Agreement:
- (i) Clause 11 Penalty Rates for Shift Work
 - (ii) Clause 17 sub-clause (3) - Public Holidays
- (d) The rates of pay prescribed in Clause 9(a), subject to the provisions of Clause 13 of this Agreement, are to be utilised for all purposes including annual, sick and long service leave, and overtime.
- (e) **Savings Clause:** No employee covered by this Agreement shall be paid in aggregate, over a year or period of employment where less than a year, for ordinary time worked, less than would otherwise be payable if such ordinary time were to be worked under the provisions of the Award.

10. Transitional Arrangements - Recreation/Community Centre Managers

- (a) The rates of pay payable to Recreation/Community Centre Managers shall be phased in to co-incide with the implementation of the restructuring of Recreation and Community Centres involving the progressive devolution of responsibility to Centres for programme development and delivery and day to day administration.
- (b) The implementation phase shall operate for a period of 12 months from the operative date of this Agreement. During this period Recreation/Community Centre Managers are to be paid at the rate of salary class 8.1 under the Award. This rate shall be an inclusive rate as prescribed in Clause 9(c) and an all purpose rate as prescribed in Clause 9(a) of the Agreement.

Effective from the date of the expiry of the implementation phase, Recreation Centre Managers are to be remunerated at the rate prescribed in Clause 9 of the Agreement.

11. Hours of Work

- (a) All employees shall work 145 hours per 4 weekly period in rostered shifts, provided that the total number of shifts worked during the period does not exceed 22.
- (b) Shifts may be rostered between the hours of 7 am and 11 pm Monday to Sunday inclusive.
- (c) There shall be an interval of at least 8 hours between the termination of any shift and the commencement of the next succeeding shift.
- (d) Employees shall be given at least 48 hours notice of any change in shift roster. An employee not provided with the required notice is to be paid a penalty for the first shift worked on the changed roster calculated on the basis of 50% of the ordinary rate of pay applicable to such shift.
- (e) The following provisions of the Award in respect of hours of work shall not apply to employees covered by this Agreement.
 - (i) Clause 6, Hours of Work, Parts I and II.
 - (ii) Clause 6, Hours of Work, Part III, sub-clauses 2, 3 and 5.

12. Progression

Movement from one salary point to another salary point within a salary class will be in accordance with Clause 8(3)(b) of the Award and Council's performance management and progression policies.

13. Overtime and Travelling Time

By agreement between the Council and the employee concerned the Council may grant leave in lieu of payment of overtime and/or excess travelling time. The leave granted is to be equivalent to the actual hours worked, and/or excess time spent in travelling, provided that leave in lieu of the payment of excess travelling time is not to exceed 3 hours in respect of each day upon which excess travelling time occurs.

14. Use of Skills

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 competence and training, including functions of a lower classification level. Any such direction issued by Council shall be consistent with its responsibilities to provide a safe and healthy working environment.

15. General

An employee may be required to work in any Council Recreation or Community Centre or within the central office of the Recreation Services Unit.

16. Grievance Procedures

The provisions of Clause 30, Dispute Settlement Procedures of the said Award, apply.

17. Term

This Agreement shall operate from the date of registration and shall remain in force for a period of 2 years, unless varied or terminated earlier by the provisions of the Industrial Relations Act, 1991.

Signed for and on behalf of the
Sydney City Council:

SYDNEY CITY COUNCIL

Kate Foley

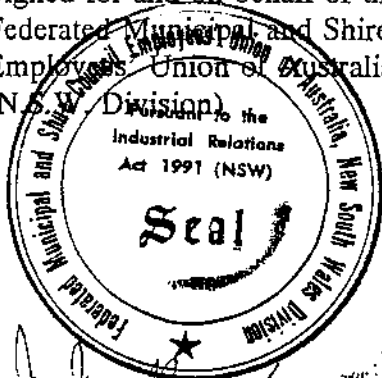
Kate Foley

.....
GENERAL MANAGER

In the presence of:

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



[Signature]
.....
GENERAL SECRETARY

In the presence of:

[Signature]
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