

ENTERPRISE AGREEMENT

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CENTENNIAL PARK AND
MOORE PARK TRUST
TRADES STAFF
ENTERPRISE AGREEMENT

1995

**CENTENNIAL PARK AND MOORE PARK TRADES STAFF ENTERPRISE
AGREEMENT 1995**

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1. Title

This agreement shall be known as the Centennial Park and Moore Park Trades Staff Enterprise Agreement 1995.

2. Parties

This Enterprise Agreement has been made between the following:-

The Public Employment Industrial Relations Authority (*as the body which has the statutory power to appear before tribunals and to enter into Agreements on behalf of the employer*);

The Centennial Park and Moore Park Trust on behalf of the Crown (*as the enterprise employer*);

and the following industrial organisations of employees that represent persons employed, or intending to be employed, in this enterprise:

- * The New South Wales Plumbers and Gasfitters Employees' Union
- * the Building Workers' Industrial Union of Australia, New South Wales Branch
- * Automotive, Food, Metals and Engineering, Printing and Kindred Industries Union (New South Wales Printing Division)
- * the Operative Painters and Decorators Union of Australia, New South Wales Branch

3. Definitions

(i) 'Act' means the Public Sector Management Act

(ii) 'Agreement' means this Enterprise Agreement

(ii) 'Operative date' means the date on which this Agreement is registered by the Industrial Registry and becomes legally binding on the parties.

(iii) 'Staff' means and includes all persons permanently or temporarily employed under the provisions of the Public Sector Management Act 1988 and who, as at the operative date of this Agreement were occupying one of the positions covered by this Agreement, or who, after that date, are appointed to or employed in one of such positions.

(iv) "Organisation" means the Centennial Park and Moore Park Trust

- (v) 'Director' means the Director of Centennial Park and Moore Park Trust
- (vi) 'Industrial Authority' means the Public Employment Industrial Relations Authority
- (vii) "Union" means the:

The New South Wales Plumbers and Gasfitters Employees' Union

the Building Workers' Industrial Union of Australia, New South Wales Branch

Automotive, Food, Metal, Engineering, Printing and Kindred Industries Union (NSW Printing Division) Union

the Operative Painters and Decorators Union of Australia, New South Wales Branch

4. Intention

- (i) The purpose of this Agreement is to regulate the terms and conditions of employment of staff employed at Centennial Park who are engaged in the trades of Carpenter, Motor Mechanic, Painter and Plumber who would otherwise be covered by the Crown Employees (Skilled Tradesmen) Award.
- (ii) It is intended that the Agreement will provide a suitable basis for the parties to implement at the organisation level appropriate arrangements to ensure that Corporate objectives are met.
- (iii) The Agreement will help to facilitate the processes necessary to enhance the productivity of the organisation and provide a better return to the organisation, the staff and the community.

5. Workplace Reform Program

The parties agree to the implementation of the following workplace reform processes as part of the implementation of this agreement:

- (i) Annual Leave Loading shall be paid annually on the last pay period in November.
- (ii) Staff shall work a nine day fortnight with all trades staff on duty on the same days, or by agreement
- (iii) Rostered days off (RDOs) may be accumulated up to a maximum of five (5) per annum and shall be taken on days set by mutual agreement with management. Such days may be in conjunction with annual leave.

(iv) Ordinary hours of work shall be worked between the hours of 6.00 a.m. and 6.00 p.m.

(v) The parties agree to work together to ensure flexible work practices and multiskilling so that employees can perform a wide range of duties. Such duties will include work which is incidental or peripheral to their main duties.

(vi) During the term of this Agreement the parties agree to discuss how allowances will be absorbed into an "all up" rate of pay.

(vii) During the term of this Agreement the parties agree to confer on other productivity improvements.

6. Wage Rates

6.1 On and from the operative date of this Agreement, staff covered by this Agreement shall receive increases in their current wages and wage related allowances:

- (i) an increase of 4% backdated until the first pay period commencing on or after 1 January 1994, or the date of employment, whichever is the later (see Schedule B);
- (ii) a further 3% increase backdated until the first pay period commencing on or after 1 November 1994, or the date of employment, whichever is the later (see Schedule B);
- (iii) subject to agreement between the parties that productivity discussions are progressing, a final 2% effective from the first pay period commencing on or after 1 July 1995, or the date of employment whichever is the later (see Schedule B);.

6.2 The wage rates contained in Schedule A Column 2 to this Agreement take effect on and from the date of registration. Employees covered by this agreement at the date of registration will be paid the rates of pay in accordance with clauses 6.1(i), 6.1(ii) and 6.1(iii) (*set out in Schedule B to this Agreement*) on and from the dates set out in those clauses or the date of employment, whichever is the later.

7. Implementation

Representatives of both management and staff (the latter chosen by the staff covered by this Agreement) shall meet four times a year to discuss and monitor the implementation of this Agreement and make, during its period of operation, recommendations to the Director of Centennial Park and Moore Park with regard to:-

- (i) productivity improvements to be made during the term of this Agreement;

- (ii) any changes to the Agreement that may be thought appropriate to be incorporated in any future enterprise agreement either varying or replacing this Agreement.

8. Grievance and Dispute Procedures

The aim of this procedure is to ensure that during the life of this Agreement, industrial grievances or disputes are prevented, or resolved as quickly as possible, at the lowest level possible in the workplace.

When a dispute or grievance arises, or is considered likely to occur, the following steps shall be followed:

- (i) The matter is discussed between the staff member(s) and the supervisor involved. If the matter is not resolved then;
- (ii) The matter is discussed between the staff member(s), the union delegate or staff member(s) representative and their supervisor. If the matter remains unresolved then;
- (iii) The matter is discussed between the staff member(s), the union delegate or staff member(s) representative, the supervisor and the Supervisor Mechanical and Building Services. If the matter remains unresolved then;
- (iv) The matter is discussed between the staff member(s), the union delegate or staff member(s) representative and the Manager Field Services. If the matter remains unresolved then;
- (v) The matter is discussed between senior representatives of the organisation and the relevant union and/or staff member(s) representative .

The parties agree to exhaust the conciliation process before considering Step (vi). It is agreed that the parties will not deliberately frustrate or delay these procedures.

- (vi) The matter may be referred by either party to the Industrial Relations Commission or the Industrial Relations Court, as appropriate, to exercise its functions under the Industrial Relations Act 1991, provided that the matter is not a claim for general increases in salaries and conditions of employment contained in this Agreement.

Each of the steps will be followed within a reasonable time frame having regard to the nature of the grievance or dispute.

The parties agree that normal work will continue without disruption while these procedures are followed.

9. Savings Clause

No staff shall suffer a reduction in his or her rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Agreement.

10. Relationship to Award

This Agreement shall be read and interpreted in conjunction with the Crown Employees (Skilled Tradesmen) Award provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of the inconsistency.

11. Declaration

The parties declare that this Agreement:-

- (i) is not contrary to the public interest;
- (ii) was not entered into under duress;
- (iii) is not unfair, harsh or unconscionable;
- (iv) is in the interests of the Parties.

12. Area, Incidence and Duration

This Agreement shall apply to all staff employed at Centennial Park and Moore Park Trust previously regulated by the Crown Employees (Skilled Tradesmen) Award.

It shall take effect on and from the date of registration and shall remain in force thereafter for a period of twelve (12) months, unless varied or terminated earlier in accordance with the provisions of sections 124 and 125, as appropriate, of the Industrial Relations Act 1991.

Three handwritten signatures are present at the bottom of the page. The first signature on the left is written in cursive and appears to read 'Rod Jarmen'. The second signature in the middle is also in cursive and is less legible. The third signature on the right is written in a more stylized cursive and appears to read 'S.M.'.

Signed for and on behalf of the Operative Painters and Decorators Union of Australia, New South Wales Branch by:

Red Jarnan

in the presence of

Linda Healey

Signed for and on behalf of the Building Workers' Industrial Union of Australia, New South Wales Branch by:

Andrew Kenyon

in the presence of

Linda Healey

Signed for and on behalf of the New South Wales Plumbers and Gasfitters Employees Union by:

Roly Robson




NEW SOUTH WALES
BRANCH

in the presence of

[Signature]

Signed for and on behalf of Automotive, Food, Metal, Engineering, Printing and Kindred Industries Union (New South Wales Printing Division) by:

Judge



NSW STATE COUNCIL

in the presence of

Vanifone

**CENTENNIAL PARK AND MOORE PARK TRADES STAFF ENTERPRISE
AGREEMENT**

SCHEDULE A

Classification	Column 1	Column 2
	Current rates	Rates effective fpp on or after Registration (ref. cl 6iii)
	\$ per week	\$ per week
Carpenter	453.30	495.28
Motor Mechanic	453.30	495.28
Plumber	458.00	500.42
Painter	453.30	495.42
Licence allowances	\$ per hour	\$ per hour
Plumber	0.57	0.62
Gasfitter	0.48	0.52
Drainer	0.76	0.83
Plumber/Gasfitter	0.76	0.83
Plumber/Drainer	0.76	0.83
Gasfitter/Drainer	0.76	0.83
All 3 licences	1.05	1.15
Registration allowance	\$ per hour	\$ per hour
	0.44	0.48
Tool allowance	\$ per week	\$ per week
Carpenter	17.30	18.90
Motor Mechanic	17.30	18.90
Plumber	17.30	18.90
Painter	4.30	4.70

SCHEDULE A

Column 1

Column 2

**Leading Hand
Allowance**

\$ per week

\$ per week

1 to 5 staff

22.60

24.69

6 to 10 staff

28.90

31.58

over 10 staff

37.80

41.30

**CENTENNIAL PARK AND MOORE PARK TRADES STAFF ENTERPRISE
AGREEMENT**

SCHEDULE B

Classification	Column 1	Column 2	Column 3	Column 4
	Current rates	Rates effective fpp on or after 1 Jan 1994 (ref cl 6i)	Rates effective fpp on or after 1 Nov 1995 (ref cl 6ii)	Rates effective fpp on or after 1/7/95 (ref. cl 6iii)
	\$ per week	\$ per week	\$ per week	\$ per week
Carpenter	453.30	471.43	485.57	495.28
Motor Mechanic	453.30	471.43	485.57	495.28
Plumber	458.00	476.32	490.61	500.42
Painter	453.30	471.43	485.57	495.28
Licence allowances	\$ per hour	\$ per hour	\$ per hour	\$ per hour
Plumber	0.57	0.59	0.61	0.62
Gasfitter	0.48	0.50	0.51	0.52
Drainer	0.76	0.79	0.81	0.83
Plumber/Gasfitter	0.76	0.79	0.81	0.83
Plumber/Drainer	0.76	0.79	0.81	0.83
Gasfitter/Drainer	0.76	0.79	0.81	0.83
All 3 licences	1.05	1.09	1.12	1.15
Registration allowance	\$ per hour	\$ per hour	\$ per hour	\$ per hour
	0.44	0.46	0.47	0.48

"WITHOUT PREJUDICE"

SCHEDULE B

Tool allowance	Column 1 \$ per week	Column 2 \$ per week	Column 3 \$ per week	Column 4 \$ per week
Carpenter	17.30	17.99	18.53	18.90
Motor Mechanic	17.30	17.99	18.53	18.90
Plumber	17.30	17.99	18.53	18.90
Painter	4.30	4.47	4.60	4.70
Leading Hand Allowance	\$ per week	\$ per week	\$ per week	\$ per week
1 to 5 staff	22.60	23.50	24.21	24.69
6 to 10 staff	28.90	30.06	30.96	31.58
over 10 staff	37.80	39.31	40.49	41.30