

ENTERPRISE AGREEMENT

NO: E.A. 60 /1996

DATE REGISTERED: 23-2-96

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**MOSMAN MUNICIPAL COUNCIL ADMINISTRATION CENTRE
ENTERPRISE AGREEMENT NO 3.**

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A. Introduction

This agreement shall be known as the Mosman Municipal Council Administration Centre Enterprise Agreement No. 3.

It has been developed through a consultative process over five months of quite broad-based discussion amongst the Consultative Committee, staff in the workplace who were involved in surveys and/or small work area discussion groups and/or staff meetings and senior staff and management. This document is a result of input from all these levels, reflects those ideas and concerns and has been endorsed by the Consultative Committee and copies available to all staff for their further opinion and information prior to finalisation and a secret ballot vote.

It is focussed on the achievement of additional customer service goals and will provide a maximum of seven hours additional customer contact per week. It provides remuneration and choices for staff in being able to meet these organisational goals and a commitment to staff involvement in the design and implementation of this initiative and continuous improvement in customer service.

Apart from the elements described below in Clauses E1 - E24, other conditions of remuneration and employment remain according to the Local Government (State) Award and may be varied accordingly. Where there may be inconsistencies between the Award and this Agreement, the Agreement shall prevail to the extent of the inconsistency.

B. Affected Parties to this Agreement

This Enterprise Agreement, made in pursuance of the NSW Industrial Relations Act is entered into between Mosman Municipal Council of Mosman Square, Spit Junction and the salaried staff employees of Council employed at the Administration Centre in the following occupations :

- health and building surveying, town planning, clerical staff and assistants, engineering, architecture, surveying, accountancy, computer and human resource staff;
- all of whom work in Council's Departments of Environment and Planning, Technical Services, Corporate Services and the General Managers Unit.

This Agreement does not apply to the General Manager or any of the 5 Directors of Mosman Municipal Council, staff of the Community Development Department based in Library Walk or any of the Administration Centre staff paid under the Wages Staff Award.

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

Any new employee who joins Council during the term of this Agreement will become a party to the Agreement and thus be bound by the same benefits and obligations. They will be made aware of the terms of the Agreement prior to appointment and provided with access to a copy of the Agreement.

C. Principles of Agreement

The elements of this Agreement reflect a number of principles important to the organisation and the award restructuring process. These include:

- An ongoing commitment to be a customer-focussed organisation and to the extension of quality customer service.
- Adherence to the goals, objectives and strategies contained in MOSPLAN.
- A commitment to flexibility and choice in the workplace environment and consultation with and trust between staff and management.
- Attention to the development of multi-skilling and training opportunities.
- Attention to work redesign and team building to enhance job satisfaction and career development and to improve productivity and service delivery.
- A commitment to the principles and practices of Equal Employment Opportunity and equality of opportunity for full-time and part-time staff.
- A commitment to continual improvement in the delivery of service and the quality of customer contact.

Employees covered by this Agreement shall use the existing Consultative Committee as a Liaison Committee for discussion and negotiation about matters arising from the operation of the Agreement.

D. Term of Agreement

This Agreement shall operate from the date of registration to 30 December 1997.

E. The Elements of this Agreement

Spread of Hours

1. That the ordinary hours of work shall be 144 hours per 4 weeks.
2. That in the Administration Centre the opening hours to the public shall be 8.30am till 5pm on Monday, Wednesday, Thursday & Friday, and 8.30am till 7pm on Tuesday. That all counters remain open to the public during the times above. That Managers be instructed to monitor any incidences where staff are consistently inconvenienced by dealing with the public after 5pm or 7pm and address solutions with the Consultative Committee and the General Manager.
3. That Administration Centre staff be rostered to work every second Tuesday from 8.30am until 7pm and efforts be made to ensure that no staff be rostered to work more than two Tuesday evenings per 4 week period during 1995 and 1996.

4. That from 1995 and 1996 Administration Centre staff be paid 36 hours per week at ordinary hourly rate.
5. That from 1997, Administration Centre staff be expected to work every Tuesday from 8.30am until 7pm, and that from 1997 staff be paid 37 hours per week at ordinary rates. Consequently from 1997 the ordinary hours of work shall be 148 hours per 4 week period.

Remuneration

6. That full-time staff rostered to work on Tuesday evenings as per this Agreement (except those who have received an exemption according to Clause E23 & E24 of this Agreement) be paid a \$10 per week increase on Award rates from the time of operation of this agreement. That part-time staff rostered to work on Tuesday evenings as per this Agreement be paid a pro-rata amount of \$10 per week.
8. That staff be eligible for any increases payable as a result of Award variations during the life of this Agreement.

Variable Working Hours and In Lieu Leave

9. That when staff work on Tuesday from 8.30am - 7.00pm they be paid for the full day (except the one hour unpaid lunch break as normal). That no rostering of lunch breaks is necessary but instead of taking a further 20 minute break during the latter half of the day, staff remain on duty until 7pm, it being noted that there is no objection to reasonable coffee breaks.
10. That in lieu of this 20 minute break which is not taken in the latter 5 hours of the working day, 6 hours per annum be accumulated towards an In Lieu Leave provision in 1995 and 1996 and 7 hours per annum be accumulated in 1997.
11. That a variable working hours system be in place where 2.5 hours per week is accumulated and can be taken as one full rostered day off when due or within each 4 week period. If taken as one full rostered day off within each 4 week period, 2.5 hours (the RDO time in week 4 of the cycle) can be accumulated over 48 weeks towards 30 hours of In Lieu Leave per annum.
12. That the full 36 hours of accumulated In Lieu Leave (or 37 hours in 1997) be available to be used in single days, multiple or block days or that the option be available of an equivalent cash payment (at normal hourly rates) of the full in lieu hours i.e. 36 or 37 hours in full. That in exceptional circumstances the General Manager be able to negotiate with Managers a cash payment rather than Leave in Lieu.
13. That this In Lieu Leave cannot be accumulated beyond a further 12 month period. Any In Lieu Leave full cash payments will occur upon accrual.

Part-time staff

14. That for part-time staff who work 21 hours or more per week there be an option to accumulate their equivalent number of per week hours each year to be used as in Lieu leave under the same conditions as full-time staff i.e. leave to be taken in single days/multiple days/block period or paid out in full at the ordinary hourly rate. That they may accumulate these hours by working as required on special projects or by agreement with their Supervisor/Manager over an annual period.
15. That part-time staff who work 21 hours or more per week be offered the opportunity to work every second Tuesday evening in the Administration Centre and be paid for these hours at ordinary hourly rates, and taking into account the provisions of Clause E6.

Special Carers Leave

16. That within the existing 15 days Sick Leave entitlement, 5 days per annum can be utilised for Special Carers Leave necessary to care for immediate family (or people with whom you have a close or carers relationship). That if not used, these 5 days cannot be accumulated beyond that year, but any unused days of the full 15 day Sick Leave entitlement can be accumulated (as normal) as Sick Leave. That staff fill out a Leave Form and include an explanation of the circumstances of the Special Carers Leave need - as is done now for Sick Leave.

Annual Leave Loading

17. That annual leave loading will be abolished and incorporated into the weekly salary at 1.5%.
18. That on any accrued leave, existing at the time of operation of this Agreement, a leave loading payout will be made in a lump sum. Also that any leave loading payments owing to staff as at this date will be paid in full at that time.

Fortnightly payment

19. That instead of wage/salary payments being made weekly, staff be paid fortnightly, with an adjustment being made in the first instance, whereby staff are paid one week in advance to cushion the initial effect, and then a day is deducted gradually over a 10 week period to re-establish the existing system of payment in arrears.
20. That two (rather than the existing one) direct deposit options be available to staff who wish to distribute their salary payment to more than one bank account. That these be dedicated for periods of at least 12 months.

Child Care

21. That by 1997, (or when the Centre opens), Council will commit to the provision of 5 affordable (i.e. cheaper than private centre fees and more akin to community-based centre fees) Long Day Care places on a dedicated for staff basis.

1997 Evaluation

22. The Consultative Committee acting as the Liaison Committee and the General Manager together will determine indicators of proven need so that an assessment can be made, prior to 1997, of the need to have staff work every Tuesday evening.

Staff exemptions

23. Existing staff who are unable or unwilling to participate in working Tuesday evenings will still be paid 36 hours each week, but the additional 1 hour payment per week will be deducted from the cycle's RDO time. They will be unable to participate in the choices related to accumulated Leave in Lieu until they are able to work on Tuesday evenings and for a cash option until they have completed a full year's participation in the scheme. They will not be eligible for the \$10 per week increase (Clause E6) until they are able to regularly work the required number of Tuesday evenings.
24. Staff requests for exemptions can be considered by the Consultative Committee as the Liaison Committee for determination.

F. Dispute Resolution

That the relevant staff member and their Manager/Supervisor discuss any disputes arising from this agreement with the Consultative Committee for a recommendation to the General Manager.

At any stage of the dispute procedure, any party may request the involvement of higher level of management, union or professional association representation or refer the dispute to the Industrial Commission of NSW.

The procedure for a grievance or dispute to be dealt with is as follows:

- The employee(s) shall notify their supervisor of any grievance or dispute and the remedy sought, in writing.
- A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.
- If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties shall be held as soon as practicable.

- The matter be discussed with the Consultative Committee.
- If the matter remains unresolved the General Manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.
- Where the matter remains unresolved, it may be referred to the employee's union or representative and by the General Manager or other authorised officer to the Association for further discussion between the parties.

The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.

During this procedure and while the matter is in the course of negotiation and/or arbitration, work is to proceed as normal.

G. Liaison Committee

The parties to this Agreement recognise that the duly elected Consultative Committee will represent the staff and act on their behalf and conduct any necessary negotiations with management prior to the expiration of this Agreement. Any variation to this Agreement shall be ratified by a 65% vote in favour following a secret ballot of staff.

H. Renewal of Agreement

The parties to this Agreement agree to review its operation and work towards negotiation of new Agreement no later than 6 months prior to the expiration of this Agreement.

The following staff are a list of signatories to the Mosman Municipal Council Administration Centre Enterprise Agreement No. 3.

and as such

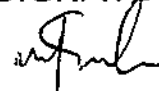
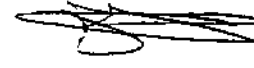
I certify that the contents of the application and all annexures to this application are, to the best of my knowledge and belief, true and correct. I am not aware of any duress related to this agreement.

NAME	OCCUPATION	SIGNATURE
Lyn Amos	Clerical	<i>Lyn Amos</i>
Justine Arcus	Clerical	<i>J Arcus</i>
Donna Asprey	Clerical	<i>D Asprey</i>
Maureen Brown	Clerical	<i>M Brown</i>
Barry Cole	Clerical	<i>Barry Cole</i>
Clara Dartanian	Clerical	<i>C Dartanian</i>
David Finch	Clerical	<i>D Finch</i>
Dorothy Gibson	Clerical	<i>D Gibson</i>
Willemina Hagen	Clerical	<i>W Hagen</i>
Deborah Hawkins	Clerical	<i>Deborah Hawkins</i>
Noreen Hood	Clerical	<i>Noreen P. Hood</i>
Kim Jackson	Clerical	<i>K Jackson</i>
Louise Jones	Clerical	<i>Louise Jones</i>
Suzanne Kearney	Clerical	<i>S Kearney</i>
Diane Maaka	Clerical	<i>D Maaka</i>
Leonie Matthews	Clerical	<i>Leonie Matthews</i>
Nerida McPherson	Clerical	<i>N. McPherson</i>
Kristy Moore	Clerical	<i>K Moore</i>
Fiona Notley-Rumbens	Clerical	<i>Fiona Notley-R.</i>

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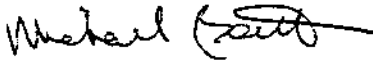

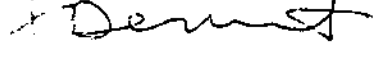
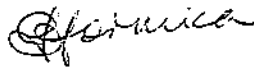
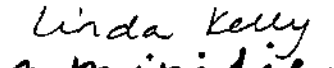

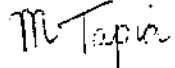



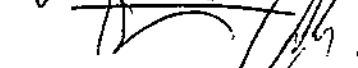

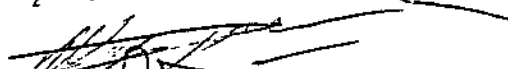

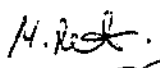
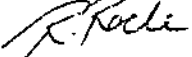
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NAME	OCCUPATION	SIGNATURE
Mark Scully	Clerical	
Annie Selman	Clerical	Annie Selman
Jenifer Selwood	Clerical	Jenifer Selwood
Helen Strachan	Clerical	Helen Strachan
Jason Symons	Clerical	
Dominique Tully	Clerical	D. Tully
Vivian Waugh	Clerical	V. Waugh
Rachelle Winslow	Clerical	Rachelle Winslow
Joan Young	Clerical	Joan Young
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Peter Baker	Engineering	P. Baker
Trevor Churton	Engineering	T. Churton
Michael Condren	Engineering	Michael S. Condren
Maurie Darcy	Engineering	M. Darcy
Paul Davidson	Engineering	Paul Davidson
Paul Davis	Engineering	P. Davis
Des Green	Engineering	Des Green
John Heptonstall	Engineering	John Heptonstall
Boo-Seong Khoo	Engineering	Boo Seong Khoo
Frank Panetta	Engineering	Frank Panetta

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NAME	OCCUPATION	SIGNATURE
Michael Batt	Town Planning	
Melissa Burne	Town Planning	
Leonie Derwent	Town Planning	
Janine Formica	Town Planning	
Linda Kelly	Town Planning	
Jeanette Minifie	Town Planning	
Mauricio Tapia	Town Planning	
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Michael Carter	Health & Building Surveying	
Brett Clabburn	Health & Building Surveying	
Anthony Hardy	Health & Building Surveying	
Warren Long	Health & Building Surveying	
Matthew McNamara	Health & Building Surveying	
Matthew Napper	Health & Building Surveying	
Greg Patten	Health & Building Surveying	
Milorad Petrusevic	Health & Building Surveying	
Roslyn Roche	Health & Building Surveying	

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NAME	OCCUPATION	SIGNATURE
John Saford	Engineering	<i>J. Saford</i>
Garry Starr	Engineering	<i>G. Starr</i>
Anthony Switzer	Engineering	<i>Anthony Switzer</i>
Scott Turner	Engineering	<i>S. Turner</i>

Elizabeth Davis Human Resources

E. Davis

Anthony Fitzpatrick Accountancy

A. Fitzpatrick

Mark McDonald Accountancy

M. McDonald

*(J. H. R. MAY)
GENERAL MANAGER*