

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/254**

**TITLE: Parramatta City Council Olympic/Paralympic Agreement**

**I.R.C. NO:** 2000/3996

**DATE APPROVED/COMMENCEMENT:** 21 August 2000

**TERM:** 12 months

**NEW AGREEMENT OR  
VARIATION:** Variation to EA97/66

**GAZETTAL REFERENCE:** 6 October 2000

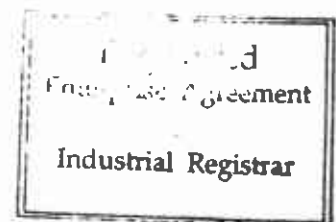
**DATE TERMINATED:**

**NUMBER OF PAGES:** 10

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to to all employees of Parramatta City Council with the exception of Senior Staff

**PARTIES:** Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division -&- Parramatta City Council, The Environmental Health and Building Surveyors' Association of New South Wales, The Local Government Engineers' Association of New South Wales





PARRAMATTA CITY COUNCIL

OLYMPIC / PARALYMPIC AGREEMENT

28 AUGUST - 29 OCTOBER, 2000

21 JUNE 2000



# OLYMPIC / PARALYMPIC AGREEMENT

## 1 Introduction

During the Olympic / Paralympic period, Council will be seeking to ensure that its service provision to customers is maintained at a high level. This will mean that Council acknowledges that there is likely to be increased activity across some parts of its business operations.

It is acknowledged that this period will be extraordinary, may stretch Council's service provision ability and many employees will look forward to participating in Games events. Council and its Unions agree to implement flexible work practices that will allow its current work force to achieve and maintain a service provision standard of the highest level.

In achieving this, Council has worked collaboratively with its Unions to reach agreement to the following objectives:

## 2 "Agreement objectives"

In recognising the unique period that this event will provide for Australia, Council is seeking to ensure that the following objectives are achieved:

- Provide flexibility for employees travelling to and from work in a reasonable time.
- Facilitate event attendance by employees
- Facilitate Olympic/ Paralympic volunteering by employees.
- Keep Council's business operations running.
- Adapt Council business activities for a higher than usual and/or different pattern visitor load to our areas of responsibility.
- Where needed provide service across a greater spread of hours.
- Agree to flexible working arrangements across various units and sections of Council's operations.
- Assist in meeting Council and State Government objectives concerning transport and City Image, Look and Presentation.
- Contribute to visitors feeling positive about the city of Parramatta.
- Meet special needs of the community during this time.



### 3 "How will we do this?"

In consulting with employees and Unions, Council has discussed the above objectives for flexible work practices during the Olympic / Paralympic period. In adopting a pragmatic approach during negotiations, the parties recognise that areas of Council's business will have different needs. Consequently, this agreement provides the framework that addresses workplace flexibility to achieve the needs of all areas of Council during the Olympic / Paralympic period.

### 4 Application

This Agreement shall apply to all employees of the Parramatta City Council, with the exception of those employees designated as "senior staff" by Council in accordance with the Local Government Act, 1993.

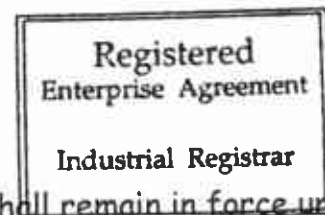
### 5 Parties Bound

The parties to this Agreement are Parramatta City Council ( hereafter referred to as the "Council"); The Federated Municipal and Shire Council Employees Union, New South Wales Division; The Environmental Health and Building Surveyors Association of New South Wales; and The Local Government Engineers' Association of New South Wales (hereafter referred to as the "Unions").

The parties declare that this Olympic / Paralympic Agreement was not entered into under duress by any party to it.

### 6 Term of Agreement

This Agreement shall take effect from 28 August, 2000 and shall remain in force until close of business 29 October, 2000



### 7 Relationship to Parent Award, Enterprise Agreement and "Local Agreements"

This Olympic / Paralympic Agreement shall be a variation to Council's Enterprise Agreement in accordance with Clause 31, Variation to Agreement and will be applied in conjunction with the Local Government (State) Award.

In respect of Local Agreements for the Library, Rangers, Caretaker and the Operational Wage Structure, this Olympic / Paralympic Agreement provides the terms

and conditions which enables managers and employees to enter into management agreements to facilitate flexible work arrangements.

## 8 Olympic / Paralympic Flexible Work Practices

The Olympic / Paralympic Flexible Work Practices may comprise any or all of the following dot points:

- Flexible start and finish times will reflect the ordinary hours (Monday to Friday) and shall not exceed 12 hours in any one day in accordance with the Local Government (State) Award e.g. 5am - 7pm. A number of variable work patterns may be considered. (needs such as Child Care, Security, Travel and minimum employee levels will need to be considered)
- Management agreements to permit employees to attend events across business hours as long as operational coverage and additional service needs are not jeopardised. i.e. Event attendance allowed on the basis of flex or annual leave or a flexible hours approach.
- Olympic / Paralympics volunteer facilitation by granting special leave on a one for one basis of annual leave. Special leave will be capped at a maximum of five days each for the Olympic and/or the Paralympic (eg. 10 Days as a volunteer at Olympic = 5 Days Annual Leave and 5 Days Paid Special Leave; 10 Days as a volunteer at Paralympic = 5 Days Annual Leave and 5 Days Paid Special Leave)
- Flexible working arrangements including being utilised in other parts of Council operations e.g. construction crews-rostered in cleansing or maintenance and other employees being rostered for CBD duty and PCC Ambassador Program.
- Flexible practices relating to time in lieu, overtime etc, where employees have an entitlement they will have the option of payment or to take time off in lieu as detailed in the Local Government (State) Award and the PCC Flexible Work Hours Policy.
- Operational vehicles utilised for take home use may be required for operations purposes and may be required to be left in a pool area for the period of the Games.

## 9 The Olympic / Paralympic Payment

(A) Employees who are nominated on their Unit Manager's Olympic / Paralympic Roster to undertake work activities :-



- a) which can be substantiated as significantly affected by the Olympics / Paralympic; or
- b) who perform work different to their normal work activities,

either during the spread of ordinary hours of work outlined in Clause 8 or outside the spread of ordinary hours of work, will receive in addition to any other entitlement, payment of \$1-50 at ordinary rates for each hour worked.

(B) In relation to the Olympic Roster, the parties agree to the following processes to ensure that fairness and equity prevails for determining the roster requirements.

(a) Employees will by 31 July 2000 notify their Unit Manager of their requirements for authorised absence from the work for the duration of the Olympic period. This does not apply to employees who have applied for approved leave, Flex or RDO during the Olympic period in accordance with Clause 8.

(b) Where employees do not lodge a notification as required by (a) above, they will be deemed to be available at all times to undertake work.

(c) On the 7 August 2000 each Unit Manager will establish in conjunction with their employees the Olympic Roster which will indicate employees' work arrangements, spread of hours and date for the Olympic period.

(d) Employees will have the opportunity to discuss their placement or non-placement on the Olympic Roster with their Unit Manager. Employees are entitled to have representation from their Union.

(e) The parties acknowledge that the Council has the obligation to ensure that sufficient employees are available to maintain service provisions of the highest level.

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Industrial Registrar

Consequently, whilst endeavours will be made to accommodate employee requests in (a) above, the Council may need to nominate employees to undertake duties consistent with usual work activities.

(f) In situation where an employee who is on the Olympic Roster, is unable to attend work as required, the employee must notify their immediate supervisor at the first available opportunity, preferably prior to their scheduled start time.

(g) The parties agree to adopt similar processes for the Paralympic period.

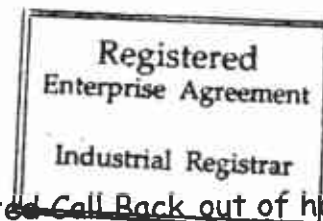
(C) Employees not covered by the Operational Wage Structural Agreement, who are rostered to perform Olympic / Paralympic work, Monday to Friday, outside their recognised spread of hours for two hours or more, will be entitled to receive payment of \$36-00 per day. This payment is additional to other entitlements.

## 10 Leave

- (a) Priority will be given to leave applications submitted prior to end of *May* and previously approved subject to operational requirements, leave requests outside of this date will be subject to Unit Manager's discretion and strictly subject to operational requirements of the Unit and the organisation.
- (b) With the exception of approved leave, employees must not engage in new secondary employment in addition to their Council job without first notifying the General Manager as required by Section 353 of the Local Government Act, 1993.
- (c) Wages employees paid under the Operational Wage Structure Agreement who are nominated on their Unit Manager's Olympic / Paralympic Roster will not have access to RDO's during the period of this Olympic / Paralympic Agreement. During the Olympic / Paralympic Period, the above Wages employees will continue to work the time to accrue RDO's and will have the option to :-
- I. Receive payment in accordance with the Operational Wage Structure Agreement for the additional hours worked ; or
  - II. Subject to operational requirements take accrued RDO's at a mutually agreed time after the Olympic / Paralympic Period.
- (d) Wages employees not involved in Essential Service Activities will have access to their normal, RDO's during the Olympic / Paralympic Period. Wages employees who are not able to take their RDO due to operational requirements will have access to the same options outlined in Sub- Clause (c, Part (I) and (II), above.
- (e) Wages employees who are successful in obtaining roles associated with Council's Olympic / Paralympic Program, will be entitled to the same conditions as defined in Clause 9, above.

## 11 Call Back

In the event employees attend Olympic / Paralympic generated ~~Call Back out of hours~~ situations they will receive the Olympic / Paralympic Payment in addition to Award entitlements.



## 12 Claims for Payment

- (a) Salaried employees who are entitled to receive the Olympic / Paralympic Payment or an out of hours payment will be required to complete and lodge an Olympic / Paralympic Flexible Working Hours Attendance Record Sheet which will be available on computer. Employees will be required to enter on this form the time they spent performing Olympic / Paralympic duties and quote the required reference number.

All forms lodged must be certified by the respective Unit Manager who will sign that the time claimed is substantiated and that work was actually performed.

- (b) In the case of Wages employees, their normal weekly time sheets will be utilised to validate claims for payment in respect of the Olympic / Paralympic Payment, Penalty Rates and Shift Allowance. For the purposes of the Olympic / Paralympic Period, the Penalty Rates will be from \$27.90 per hour for Band 1 and from \$28.50 per hour for Band 2. The Shift Allowance will be \$36.00 per day.

## 13 Training

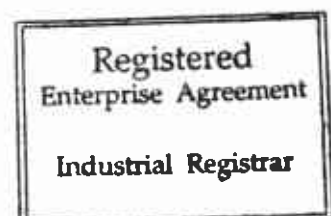
All employees must undertake training where deemed necessary, either prior to or during the Olympic / Paralympic Period. Training time will not attract the Olympic / Paralympic Payment.

## 14 Disputes Procedures

The parties acknowledge that during the Olympic/ Paralympics period, any dispute or disputes that may arise will be dealt with in accordance with the provisions of Clause 28, Disputes Procedures, contained in this Enterprise Agreement EA 97/66.

## 15 Variation to Agreement

The parties agree that nothing in this Agreement shall preclude them from entering into negotiations to vary this Agreement where a specific need is mutually agreed.





## 16 Exclusion

The parties agree that this Agreement stands alone and will not reflect any future agreements that may be negotiated with the Local Government Association and Unions in respect of the Olympic / Paralympic Period.

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Signatories

The following parties are signatories to this Parramatta City Council Olympic / Paralympic Agreement:

SIGNED FOR AND ON BEHALF OF THE COUNCIL OF THE CITY OF PARRAMATTA, BY:

*Terry Rames*  
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GENERAL MANAGER

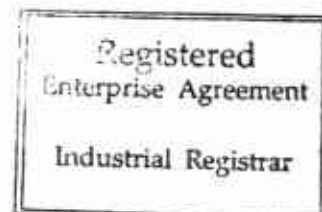
*John Child*  
-----  
WITNESS

SIGNED FOR AN ON BEHALF OF THE MEMBERS OF THE FOLLOWING UNIONS:

*[Signature]* 28/1/00  
-----  
FEDERATED MUNICIPAL & SHIRE COUNCIL EMPLOYEES' UNION, NSW

*[Signature] M. Beals*  
-----  
LOCAL GOVERNMENT ENGINEERS' ASSOCIATION OF NSW

*[Signature]*  
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ENVIRONMENTAL HEALTH AND BUILDING SURVEYORS' ASSOCIATION OF NSW



PARRAMATTA CITY COUNCIL OLYMPIC/PARALYMPIC AGREEMENT

TERM OF OPERATION

1. The parties agree that the term of operation shall take effect from 28<sup>th</sup> August 2000 and remain in operation for twelve months.
2. The parties agree the above clause rescinds and replaces clause 6 of the agreement



Parramatta City Council

4/8/2000  
Date



Federated Municipal and Shire Council Employees Union of Australia (NSW Division)

\_\_\_\_\_  
Date



Environmental Health and Building Surveyors' Association of NSW

8.8.00  
Date



Local Government Engineers Association of NSW

8/8/2000  
Date

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