

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/153

TITLE: Town Hall Management Act Services Local Area Enterprise Agreement

I.R.C. NO:

2000/2147

DATE APPROVED/COMMENCEMENT:

25 May 2000

TERM:

2 August 2002

**NEW AGREEMENT OR
VARIATION:**

New

GAZETAL REFERENCE:

28 July 2000

DATE TERMINATED:

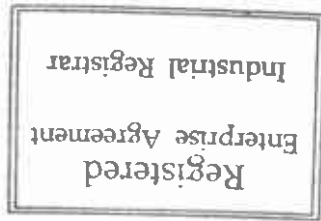
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NUMBER OF PAGES:

**COVERAGE/DESCRIPTION OF
EMPLOYEES:**

It applies to only employees working in the Town Hall Management Services of the Council of the City of Sydney

PARTIES: Council of the City of Sydney &- Electrical Trades Union of Australia, New South Wales Branch, Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division



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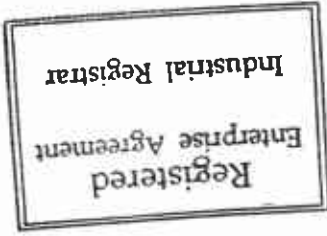
Local Area Enterprise Agreement

**TOWN HALL MANAGEMENT
SERVICES**

**THE COUNCIL
OF
THE CITY OF SYDNEY**

ANNEXURE 2

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Appendix A - Shift Patterns

19	16. Signatories To The Agreement
18	15. No Extra Claims
17	Procedure
	14. Disputes & Grievance Resolution
16	13. Occupational Health And Safety
16	12. Continuous Improvement
15	11. Multiskilling And Training
15	10. Core Staff/Contractors
13	9. Productivity Monitoring Committee
13	8. Payment Of Wages
11	7. Profit Sharing
6	6. Measures To Improve Productivity
	Awards/Agreements
5	5. Relationship With Other
4	4. Objectives Of Agreement
3	3. Aim Of Agreement
3	2. Date And Period Of Agreement
3	1. Parties Bound

1. PARTIES BOUND

This Agreement shall be binding upon:

- The Council of City of Sydney; and
- The Federated Municipal and Shire Council Employees Union of Australia New South Wales Division (MEU); and
- The Electrical Trades Union of Australia: New South Wales Division (ETU); and
- all staff of Town Hall Management Services

This agreement was freely entered into, without duress, by all the parties.

2. DATE AND PERIOD OF AGREEMENT

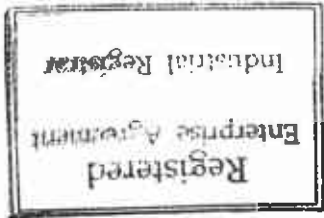
This Agreement shall commence from the date of registration in the NSW Industrial Relations Commission and shall remain in force until the 2nd of August 2002.

3. AIM OF AGREEMENT

This agreement provides the scope for Council of City of Sydney, Town Hall Management Services Unit to:

- a) develop a committed, flexible, competitive and highly skilled workforce, that is focused on commercial viability and maximum productivity while providing customers with the highest quality standard

- b) to introduce a profit sharing scheme that allows the staff that are employed in Town Hall Management Services Unit to share in any net profits achieved from the workplace reform and competitive processes.

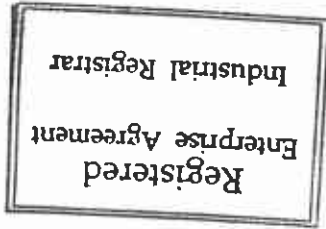


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4. OBJECTIVES OF AGREEMENT

The objectives of this Agreement are:

1. To implement new conditions of employment as required.
2. To implement new methods of operation and matters ancillary to the new methods of operation that will ensure the Town Hall Management Services Unit operates as cost effective Enterprise.
3. To ensure that the expenditure forecasts as determined by Town Hall Management Services Unit in-house tender bids are not exceeded.
4. To ensure that 'Industry Best Practice' is the minimum standard in place at any point time.
5. To foster a co-operative relationship between management and staff. To empower staff with the processes and training to have decision making capacity about their own workplace and the share in any net profits realised.
6. To engage the most acceptable and qualified staff available and ensure that all staff regularly attend appropriate training programs.
7. To remove all downtime where practicable.
8. To achieve the highest possible level of productivity.
9. To provide an efficient secure and safe working environment which offers career development and appropriate rewards for staff.



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5. RELATIONSHIP WITH OTHER AWARDS/AGREEMENTS

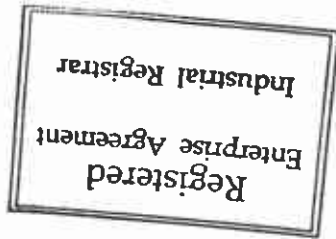
a) This agreement shall be read and interpreted in conjunction with the:

- The City of Sydney Wages / Salary Award 1998; and
- Enterprise Agreement 2001 (EA2001), and any Council of City of Sydney Enterprise Agreement that may be in place or may be introduced during the life of the Agreement.

b) In the event of any inconsistency between the Awards and this Local Area Enterprise Agreement (LAEA), this Agreement shall prevail to the extent of the inconsistency.

c) In the event of any inconsistency between Enterprise Agreement 2001 (registered 24.10.98 - Ref. EA 5616/98) and this LAEA, the Enterprise Agreement 2001 shall prevail to the extent of the inconsistency.

d) This agreement replaces any industrial agreement that may have previously applied to employees of Town Hall Management Services Unit.



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6. MEASURES TO IMPROVE PRODUCTIVITY

Preamble

i) To ensure the aims and objectives of this agreement are met (as detailed in Clause 3 & 4) and to consistently maintain high levels of customer service the parties agree to changes in work practices and pay rates detailed below.

ii) By agreeing to these changes, the employees of the Town Hall Management Services Unit are committing themselves to maintaining excellent levels of service.

iii) Positions included in the Town Hall Management Services Unit are listed as follows:

The City of Sydney Wages / Salary Award 1998 – Salary

Division Positions

- Venue Manager
- Operations Manager
- Facilities Coordinator
- Technical Coordinator
- Business Systems Officer
- Sales Coordinator
- Client Services Coordinator

The City of Sydney Wages / Salary Award 1998 – Wages

Division Positions

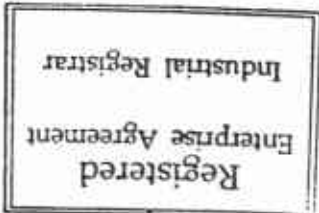
- Town Hall Officer
- Electrical Lighting Technicians

a) **Annualised Rates of Pay**

i) The below listed classifications of work will receive the following annualised salary rates of pay:

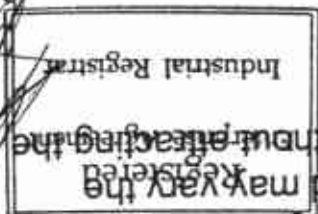
- i) Town Hall Officer \$43,274
- ii) Electrical Lighting Technician \$54,492
- iii) Facilities Coordinator (Salary Band 4) \$59,387

These annualised rates of pay include all penalty payments and allowances as provided by Councils Awards, including:



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Subject to the paragraph above, management by agreement with employees concerned may alter the notice period to less than 48 hours without affecting the additional penalty on each occasion.

- (vi) Subject to the paragraph above, management by agreement with employees concerned may alter the notice period to less than 48 hours without affecting the additional penalty on each occasion.
- (v) An employee not provided with the required notice is to be paid a penalty for the first shift on the changed roster calculated on the basis of 50% of the ordinary rate of pay applicable to such shift.
- (iv) Employees shall be given 48 hours notice of any change in shift roster, except where Clause 6(j) applies.
- (iii) The duration of rostered shiftwork may be varied to meet customer or operational needs.
- (ii) Any changes to this roster shall be developed in consultation with staff, so as to ensure the highest level of productivity is achieved and maintained.
- (i) Employees will be required to work shifts as per the roster detailed at Appendix A.

b) Shiftwork

- (ii) The annualised rates of pay for Salaried Award positions, which include the provision for an on-call allowance, are listed as follows:
 - Technical Coordinator (Band 4) \$46,902
 - Operations Manager (Band 6) \$60,789
- annualised component for shift work penalties, overtime (where specified),
- annual leave loading,
- public holiday penalties (excluding Christmas Day, New Years Day and other proclaimed holidays not listed in the City of Sydney Wages / Salary Award 1998),
- all Award allowances,
- travelling time; and
- additional leave benefits available to shiftworkers who work a rostered shift or are rostered off duty on a public holiday (ie. PH days).

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(vi) An employee who has ceased work and returned home, will, if required to resume and cease work before their next normal starting time, receive a minimum payment, inclusive of travelling time, equivalent to 4 hours work at the above overtime rates whether required to work for 4 hours or not.

(v) The Award provisions for a 10 hour break after overtime between ordinary hours on successive days will no longer apply.

(iv) All other work performed outside the rostered shift hours on Tuesday to Saturday inclusive is included in the annualised rate of pay and therefore will not attract any additional payments

(iii) All work performed by permanent staff, outside the rostered shift hours on Sunday and Monday and prior to morning shift commencement times, will be at the rate of time and one half of the above rates.

(ii) Employees will have the option of payment for this overtime at the above rates or to take time off in lieu at the time and one half rate. This time in lieu is to be taken within 6 months of accrual.

- Town Hall Officer \$14.71
- Electrical Lighting Technician \$19.23
- Facilities Coordinator \$17.96

(i) Overtime work performed on a Sunday and Monday, (ie. outside the rostered shift hours) will be paid at time and one half at the following rates:

(c) Overtime

(vii) The timing of lunch breaks during shifts shall be staggered in accordance with operational requirements. Where operations require this lunch break to be forgone the employee will be paid a 30 minute crib break, requiring the employee to remain at the workplace.

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Industrial Registrar
Registered
Enterprise Agreement

i) By agreement between management and staff the ordinary spread of hours may extend beyond 6.00 am to 8.00 pm Monday to Friday.

d) Hours of Work

ii) **Town Hall Officers**

Ordinary full time weekly working hours shall be an average of 40 hours per week, on the basis of 160 hours per every 4 weeks. These hours include an annualisation of 8 hours overtime over a 4 week period. These positions are otherwise covered by The City of Sydney Wages / Salary Award 1998.

iii) **Facilities Coordinators**

Ordinary full time weekly working hours shall be an average of 38 hours per week, on the basis of 114 hours per every 3 weeks. These positions are otherwise covered by The City of Sydney Wages / Salary Award 1998.

iv) **Electrical Lighting Technicians**

Ordinary full time weekly working hours shall be an average of 38 hours per week, on the basis of 114 hours per every 3 weeks. These positions are otherwise covered by The City of Sydney Wages / Salary Award 1998.

v) **Other Staff**

Ordinary full time weekly working hours shall be an average of 36.25 per week, on the basis of 145 hours per every four weeks, for other positions covered by The City of Sydney Wages / Salary Award 1998.

e) **Casual Employment**

The casual rates of pay for the following classifications are:

i) Town Hall Officers \$17.07

ii) Electrical Lighting Technicians \$22.30

These rates of pay are inclusive of all penalty payments.

In the first year of the agreement, a bonus of \$300 will be paid to all employees of the Section if the average rate of absenteeism for the whole group does not exceed 5 days sick leave days per person per year.

i) As an incentive to reduce absenteeism through sick leave, the following incentive shall apply for the duration of this Agreement:

i) Sick Leave reduction

ii) The period when annual leave may be taken shall be at the discretion of management, however management shall not unreasonably refuse a request for annual leave provided it is in accordance with the Annual Leave provisions of the City of Sydney Wages & Salary Award 1998 (clause 16).

i) Annual leave shall be rostered so as to ensure that a sufficient number of skilled staff are always available.

h) Annual Leave

i) Management and staff shall ensure that productivity and work output is not affected by unnecessary downtime.

ii) Work functions which are incidental to the main role of staff i.e. wash-up, administration shall be promptly carried out.

g) Down Time

ii) Job rotation will also assist staff of Town Hall Management Services Unit to develop new skills, maintain and/or improve existing skills and increase the staff capacity to perform wider range of responsibilities.

i) To facilitate flexibility in the arrangement of work and to maintain high quality standard, Town Hall Management Services Unit staff may from time to time be rotated across the range of work functions.

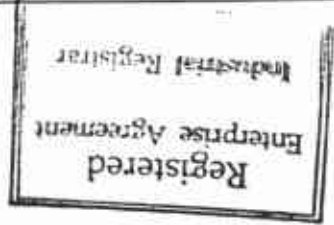
f) Job Rotation

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- !!!) the measuring methodology will be based on the total number of sick leave days taken (ie sick leave with pay, sick leave without pay & family leave) for the Section, divided by the average staffing level over the 12 month period.
- iv) Every 12 months after the initial date of registration of this Agreement, the parties will meet to establish new targets and rate of bonus for the following twelve months.
- ii) **Maximisation of Staff Availability**
 If employees on shiftwork are unable to attend work due to unplanned leave provisions:
 i) other employees on shiftwork will ensure that the shift period is covered for the absence; or
 ii) another employee on shiftwork who is not rostered will be requested to attend work to provide the necessary services during the employee's leave.

7. PROFIT SHARING

- a) Each 12 month anniversary of this agreement, the Productivity Monitoring Committee will make an assessment of the net profit result of the Town Hall Management Services Unit.
- b) For the purpose of this clause net profit is defined as all internal and external revenue received, less the direct and indirect expenditure required to produce said revenue, calculated on each 12 month anniversary date of the contract.
- c) The assessment by the Productivity Monitoring Committee will be conducted within one month after the anniversary has been completed. Any net profit will be distributed in the following manner:



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i) 20% to Town Hall Management Services Unit in the form of a lump sum bonus.

ii) 20% to Town Hall Management Services Unit as a contingency for unforeseen occurrences in the next year of operation, to be paid to staff in the form of a lump sum bonus at the end of that year.

iii) 10% to Town Hall Management Services Unit as a contingency for investment in new and/or upgraded plant/equipment, training etc. for the next year of operation of the contract. At the end of the contract term any accrued contingency amounts would be distributed to all staff of Town Hall Management Services Unit (at that time) in the form of a lump sum bonus.

iv) 50% to Council representing its share of the gains/risks of in-house tender bid

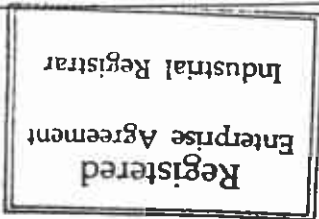
d) The lump sum bonus will be paid to staff in the most tax effective manner possible. Staff can elect to have the lump sum bonus paid in a form other than cash, providing that this is cost neutral to Council and does not contravene any Law, Regulation or Act.

e) All profit distributions to staff will be paid on a pro-rata basis.

f) Casual staff are not eligible to receive any profit share.

g) Staff who resign during the term of the contract are ineligible to receive any further profit share bonuses under this scheme.

h) Staff who retire during the term of this agreement will receive a pro-rata share of the profit bonus up to the date of retirement. This will be paid at the end of the year when bonuses are calculated. They are ineligible to receive any future profit distributions post the date of retirement.



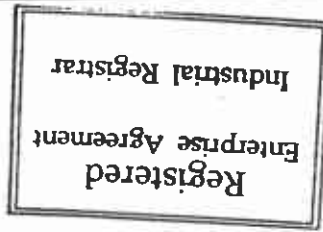
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8. PAYMENT OF WAGES

- a) Staff shall receive the wage increases specified in the current Enterprise Agreement 2001 (EA2001) based on the relevant eligibility conditions therein for all Council staff.
- b) Beyond the life of the current Enterprise Agreement 2001 (EA2001), rates of pay for this Agreement, shall only be increased in direct relationship to dollar rate or percentage increases awarded by a further Enterprise Agreement and/or by substitute arrangement endorsed by Council.
- c) The rates of pay specified in this agreement include the Stage 1 & 2 pay increases of the Enterprise Agreement 2001.

9. PRODUCTIVITY MONITORING COMMITTEE

- a) A Productivity Monitoring Committee (PMC) will be established to oversee and monitor the operation of this Local Workplace Agreement, the in-house tender bid and contract and to suggest ways of improving the operation and efficiency of the Town Hall Management Services Unit.
- b) The Productivity Monitoring Committee will develop appropriate Town Hall Management Services Unit productivity and efficiency indicators and targets within one month after the start of each year of the Agreement.
- c) The productivity and efficiency targets shall then be agreed to between the management and staff within one month after the start of each year of the Agreement.
- d) The Productivity Monitoring Committee will monitor Town Hall Management Services Unit performance against the targets and make necessary recommendations for corrective action throughout each year of the Agreement.



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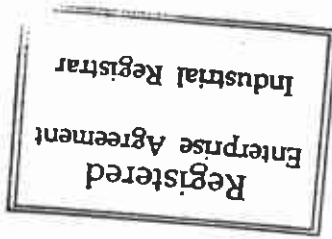
e) The Town Hall Management Services Unit productivity and efficiency indicators and other matters dealt with by this Productivity Monitoring Committee shall include but not be limited to:

- sick leave patterns and incidences
- work patterns and hours of work
- customer complaints
- safe work practices
- ensuring expenditure & revenue forecasts in in-house tender bid/s are met
- receiving and acting on results from the quarterly audit
- multiskilling and training
- workplace issues affecting all staff.

f) The Productivity Monitoring Committee shall comprise of 4 representatives of the Town Hall Management Services Unit staff, democratically elected by the staff, and will include management representatives. The Productivity Monitoring Committee shall be established in accordance with the provisions of the Productivity Monitoring Committee constitution. The Productivity Monitoring Committee shall meet at least monthly.

g) The Productivity Monitoring Committee shall meet within seven days of the written request of any Town Hall Management Services Unit employee or management to discuss matters affecting the workplace.

h) The Productivity Monitoring Committee may, by consensus, make recommendations for consideration by Management and these recommendations must be genuinely and promptly considered. Feedback/response must be provided by Management in a reasonable timeframe.



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10. CORE STAFF/CONTRACTORS

- a) Management shall in consultation with the Productivity Monitoring Committee and staff, establish staffing requirements to undertake the functions of the section.
- b) The parties agree that changes to the workload and nature of tasks to be conducted in the contract that occur beyond the control of management and staff of Town Hall Management Services Unit will require an immediate assessment by the parties of the level of permanent staff.
- c) External contractors/casuals will be used to supplement the permanent staffing levels of the Town Hall Management Services Unit:

- to ensure maximum flexibility in the delivery of services, in cases where it is not cost effective or efficient to utilise permanent staff
- where specialist skills or equipment is required
- to provide relief coverage during periods of absence such as sick leave etc. by permanent staff
- to provide coverage for RDO's and annual leave by permanent staff

This sub-clause of this Clause shall not be used to purposely or unnecessarily reduce the skills of the section or individual staff.

11. MULTI-SKILLING AND TRAINING

- a) All staff must be prepared to carry out the full range of duties as is from time to time required by management provided that the duties are within the limits of the staff skills, competence and training.
- All staff shall use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.
 - Staff must be prepared to undertake specialist skills training as required. The training may be provided both on and off the job.

Registered
Enterprise Agreement
Industrial Registrar

Michael Murray
Michael Murray

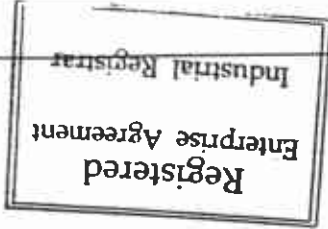
- b) The parties agree that staff will be taking a more active part in the decision making and management processes of the workplace and must receive appropriate training, funded by Council, to assist them to undertake this new role.

12. CONTINUOUS IMPROVEMENT

- a) The parties to this Agreement shall continue to introduce measures that will assist in the effective implementation of Clause 3 ('Aim of this Agreement') and Clause 4 ('Objectives of this Agreement'), of this Agreement.
- b) The parties are committed to maintain Industry Best Standards.
- c) All issues arising out of this Clause shall first be discussed at the Productivity Monitoring Committee.

13. OCCUPATIONAL HEALTH AND SAFETY

- a) The parties to this agreement endorse an ongoing commitment to the provision of a safe and healthy work environment, and will continue to work co-operatively through the Occupational Health and Safety Committee and other workplace consultative committees.
- b) Council will continue to address hazards in the workplace through the implementation of an occupational health and safety plan which will identify, assess and control workplace hazards through consultation with staff and management.
- c) Council will provide safe systems of work and all staff will comply with those safe systems of work and use the plant, equipment and protective clothing provided safely and in the manner for which it is intended. Staff will carry out their work in accordance with safe systems of work as stipulated by their manager and Council Occupational Health and Safety policies and procedures.



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- conciliation.
- b) Senior management, Council and officials of the MEU and the ETU reserve the right to if necessary intervene at an earlier stage, which may involve Industrial Relations Commission Conciliation.
- iii) If still unresolved to the satisfaction of either party the matter shall be referred to the Industrial Relations Commission for conciliation and if necessary arbitration.
- ii) If not satisfactorily resolved within a further 48 hours the matter may be brought by either party to the attention of the General Manager.
- i) If not settled to the satisfaction of the employee within 48 hours the employee concerned shall draw the matter to the attention of the Director Living City Services.
- a) Should a grievance or claim arise which gives cause for concern for an employee they shall raise the matter with Section management.

To ensure that disputes and issues relating to the provisions of this Agreement do not go unresolved and affect workplace productivity and relationships, the partners commit themselves to the following processes:

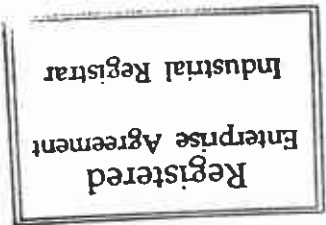
The parties are strongly committed to consultation and joint problem solving.

14. DISPUTES & GRIEVANCE RESOLUTION PROCEDURE

- e) The Productivity Monitoring Committee will also devote appropriate time to the development of workplace practices that will reduce or eliminate safety hazards.
- d) Council and all staff will comply with Occupational Health and Safety legislation, codes of practice, Australian Standards and Council policies and procedures to ensure a safe and healthy workplace.

15. NO EXTRA CLAIMS

- a) The Unions and their members agree that no further claims will be made on Council for pay increases during the life of this Agreement.
- b) Any pay increases arising from a State Wage Case during the life of this Agreement will be absorbed in the pay increases provided for under the Enterprise Agreement 2001, any further Enterprise Agreement and/or substitute arrangement endorsed by Council, and this Agreement.
- c) However, if the pay increases provided through the State Wage Cases applicable during the life of this Agreement, are in excess of the pay increases provided in the Enterprise Agreement 2001, any further Enterprise Agreement and/or substitute arrangement endorsed by Council and this Agreement, the parties may review the option of paying the amount that is in excess.



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16. SIGNATORIES TO THE AGREEMENT

Listed below are the signatures of the parties that are bound to this agreement.

SIGNED on behalf of
 THE COUNCIL of the
 CITY of SYDNEY
 in the presence of

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 }
 }

 Director
 Living City Services

SIGNED on behalf of
 FEDERATED MUNICIPAL AND
 SHIRE COUNCIL EMPLOYEES'
 UNION OF AUSTRALIA;
 NEW SOUTH WALES DIVISION
 in the presence of

}
 }
 }
 }

 General Secretary

Witness

 17.4.00

SIGNED on behalf of
 ELECTRICAL TRADES UNION
 OF AUSTRALIA: NEW SOUTH
 WALES DIVISION
 in the presence of

}
 }
 }
 }

 Secretary

Witness

Registered
 Enterprise Agreement
 Industrial Registrar

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TOWN HALL

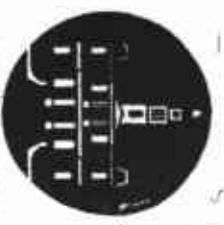
Facilities Coordinator and Electrical Lighting Technicians Roster

7 Day Roster, each staff member will rotate through the shifts on a weekly basis

SHIFT	POSITION/SHIFT	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1 MORNING	Facilities Coordinator x 1, Elect/Lighting Tech x 1 0600 to 1645	Off	On	On	On	On	Off	Off
2 ALTERNATE	Facilities Coordinator x 1, Elect/Lighting Tech x 1	On 0800 to 1845	On (AFT) 1215 to 2300	Off	Off	Off	On (Morn) 0600 to 1445	On 1000 to 1645
3 AFTERNOON	Facilities Coordinator x 1, Elect/Lighting Tech x 1 1215 to 2300	Off	Off	On	On	On	On	Off

N.B In accordance with award provisions, the above rosters include a 45 minute unpaid meal break which must be taken with 5 hours of commencing duty





TOWN HALL

Town Hall Officers Roster

7 Day Roster, each staff member will rotate through the shifts on a weekly basis

Shift/Name	POSITION/SHIFT	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1 Afternoon	THO x 1 1415 to 2300	Off	On	On	On	On	On	Off
2 Afternoon	THO x 1 1415 to 2300	Off	On	On	On	On	On	Off
3 Afternoon	THO x 1 1415 to 2300	Off	On	On	On	On	On	Off
4 Morning	THO x 1 0615 to 1500	On	On	On	On	On	Off	Off
5 Morning	THO x 1 0615 to 1500	Off	Off	On	On	On	On 0615 to 1500	On 0815 to 1700
6 Morning	THO x 1 0615 to 1500	Off	On	On	On	On	On	Off
7 Morning	THO x 1 0615 to 1500	On	On	On	On	On	Off	Off

N.B In accordance with award provisions, the above rosters include a 45 minute unpaid meal break which must be taken with 5 hours of commencing duty





TOWN HALL

Facilities Coordinator and Electrical Lighting Technicians Roster

7 Day Roster, each staff member will rotate through the shifts on a weekly basis

SHIFT	POSITION/SHIFT	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1 MORNING	Facilities Coordinator x 1, Elect/Lighting Tech x 1 0600 to 1645	Off	On	On	On	On	Off	Off
2 ALTERNATE	Facilities Coordinator x 1, Elect/Lighting Tech x 1	On 0800 to 1845	On (AFT) 1215 to 2300	Off	Off	Off	On (Morn) 0600 to 1445	On 1000 to 1645
3 AFTERNOON	Facilities Coordinator x 1, Elect/Lighting Tech x 1 1215 to 2300	Off	Off	On	On	On	On	Off

N.B In accordance with award provisions, the above rosters include a 45 minute unpaid meal break which must be taken with 5 hours of commencing duty

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