

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/247

TITLE: Warringah Council Beach Services Enterprise Agreement 2000 -2003

I.R.C. NO: 2000/4101

DATE APPROVED/COMMENCEMENT: 5 September 2000/ 31 July 2000

TERM: 36 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 6 October 2000

DATE TERMINATED:

NUMBER OF PAGES: 21

**COVERAGE/DESCRIPTION OF
EMPLOYEES: Applies to all staff employed in Beach Services**

**PARTIES: Federated Municipal and Shire Council Employees' Union of Australia, New South
Wales Division -&- Warringah Council**



Warringah
Council

BEACH SERVICES

ENTERPRISE

AGREEMENT

2000 - 2003



INDEX:

Page No:

1.0	General Information	
1.1	Title and Intention	3
1.2	The Parties	3
1.3	Duration	3
1.4	Definitions	3
1.5	Relationship with the Award	3
1.6	Objectives of the Agreement	4
1.7	Induction & Orientation	4
1.8	Training	4
1.9	Performance Indicators	5
1.10	Work & Family	5
1.11	Higher Duties	5
1.12	Grievance Procedures	5
1.13	Protective Clothing and Equipment	6
1.14	Occupational Health and Safety	6
1.15	Alcohol and Other Drugs	6
1.16	Trauma Counselling	6
1.17	Equal Employment Opportunities	6
1.18	Roster Variations	7
1.19	Review	7
2.0	Permanent Staff	
2.1	Definitions of coverage	8
2.2	Hours of Work	8
2.3	Working Outside Rostered Hours	8
2.4	Time Off in Lieu (TOIL)	9
2.5	Overtime	9
2.6	Optional Extra Work	9
2.7	Rates of Pay	9
2.8	Performance Assessment System	9
2.9	Training	10
2.10	Annual Leave	10
2.11	Vehicles	10
2.12	Dress Standards	10
3.0	Temporary (Seasonal) Staff	
3.1	Hours of Work	11
3.2	Rates of Pay	11
3.3	Maintenance of 38 Hour Week (Unders & Overs)	12
3.4	Working Outside Rostered Hours	12
3.5	Periods of Employment	14
3.6	Casual Staff	14
3.7	Annual Leave	14
3.8	Long Service Leave	14
3.9	Leave Without Pay	14
3.10	Public Holidays	15
3.11	Operations Manual	15
3.12	Performance Management System	15
3.13	Re-Employment for the next Beach Season	15
3.14	Isolation allowance	16
3.15	Disability Allowance	16
4.0	Appendices and Attachments	
4.1	Beach Season - updated seasonally	18
4.2	Patrol Hours and Strengths - updated seasonally	19
4.3	Beach Services Model Roster for Beach Season	20
4.4	Salary Points and Penalty Calculations	21



1.0 General Information

1.1 Title and Intention of the Parties

This Agreement shall be known as the Warringah Council Beach Services' *Enterprise* Agreement and shall provide the basis for determining the rates of pay and conditions of staff employed in *Beach Services*.

1.2 The Parties

The Parties to this Agreement are Warringah Council (herein after referred to as the Council) and the Federated Municipal and Shire Council Employees Union of Australia, New South Wales Branch (herein after referred to as the MEU.)

1.3 Duration

The Agreement shall come into operation from the first full pay period to commence on or after 31 July 2000 and shall remain in force for a period of three years. The Agreement may be amended during this period consistent with the provisions of clause 1.12.

1.4 Definitions

- Award: Shall mean the Local Government (State) Award 1997, or any Award which replaces this Award, which provides salaries and conditions for the employees of the Council.
- Agreement: Shall mean this Beach Services *Enterprise* Agreement.
- SBI: Shall mean Senior Beach Inspector.
- BI: Shall mean Beach Inspector.
- BSS: Shall mean Beach Services Supervisor.
- CO: Shall mean WSR Communications Officer

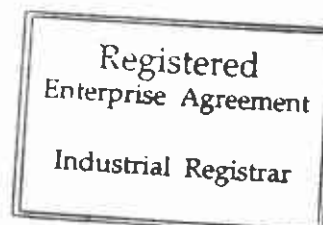
1.5 Relationship with the Award

1.5.1 This Agreement shall be read and interpreted wholly in conjunction with the Local Government (State) Award 1997 or any Award that replaces this Award.

1.5.2 This Agreement shall not affect the payment of Award based increases and there shall be no absorption of such increases for the purposes of this Agreement.

1.5.3 In the event of any inconsistency between the Award and this Agreement, the Agreement shall prevail to the extent of the inconsistency.

1.5.4 Where this Agreement is silent the Award shall prevail.



1.6 Objectives of the Agreement

The Parties to this Agreement have the following objectives:

- To enable the Beach Services Unit to work together in a Team environment with the aim of providing high quality services and commitment to continuous work place improvements.
- To enhance the enjoyment and safety of people using Warringah's beaches.
- To provide a cohesive, high quality Beach Inspector service in an efficient manner.
- To provide staff with fair and equitable rates of pay which reflect the contribution of each person to making the Service successful.
- To clearly set out the terms and conditions of employment in the Beach Services area given the unique mix of working parameters.
- To meet stated staff preferences for operational arrangements which;
 - i) Limit the amount of rostered weekend work for any individual to no more than the equivalent of seven (7) weekends work in any twelve (12) week roster period.
 - ii) Maximise the number of seasonal temporary full-time positions (ie 38 hours).
 - iii) Maintain a minimum of 38 hours pay each week - refer to 3.3, Unders & Overs.
 - iv) Provide opportunities for additional paid work for temporary employees.
 - v) Minimise the need to use casual staff.

1.7 Induction and Orientation

All employees engaged under this Agreement will undergo an induction and orientation program at the commencement of employment, during which they will be familiarised with Council, their work sites and the requirements of their positions. The program will include an induction course aimed at welcoming new employees and assisting them to work effectively in the Council.

1.8 Training

The parties to this Agreement recognise the need for employees ~~to continue to develop~~ skills in their work. Participation in the Performance Assessment system is designed to enhance individual and organisational effectiveness and will help identify areas of need for further training. Training will include on-the-job, for example coaching or mentoring from other experienced staff, use of new equipment and technologies and/or working in a position with higher duties as a learning experience, and off-the-job attendance at meetings and courses. Where this training is conducted outside rostered hours the time shall be paid at ordinary rates of pay. Staff will be encouraged to participate in job related personal development training at their own instigation for which roster flexibility may be negotiated. The aim of the Beach Services Unit is for continuous improvements in services provided, work practices and professionalism.

All staff are expected to hold a current Senior First Aid Certificate, Advance Resuscitation Certificate, Drivers Licence and Waterways Boat Licence as a pre requisite for the position. It is each individual staff member's responsibility to maintain and update these qualifications as they expire Any extra qualifications that council require staff to obtain, Council will pay for the employees time to attend the course and the employee will meet the cost of their own certificate.

Registered
Enterprise Agreement
Industrial Registrar

1.9 Performance Indicators

To meet the operational objectives of Beach Services, productivity and service quality must be continuously improved. In order to measure continuous improvement, Performance Indicators will be used.

Performance Indicators will be developed, as part of Beach Services operational plan, in consultation with the union. Performance Indicators will be reviewed by Beach Services Senior Management, in the context of the corporate plan, and will reflect a balance of the goals of Council. Performance Indicators are designed principally to be used to monitor the performance of work sites and team. Occupational Health and Safety requirements are to be considered in the development of Performance Indicators.

1.10 Work and Family

The parties recognise that employees have family commitments. This Agreement provides flexible forms of employment and leave entitlements which aim to support the role of employees and their families.

During the life of this Agreement, the parties will conduct a study of "work and family issues" in Beach Services, with a view to making future policies relevant to the needs of the business, the work force and modern family life.

1.11 Higher duties

Where an employee works in a higher graded position they will be paid according to Council's Human Resources (HR) policy manual on Higher Duty Appointment and in accordance with the skill level required for the position. In general, where a BI works as an SBI they will be paid at their eligible rate of pay (based on previous grading at this position), or the base rate of pay for this position. Similarly, where an SBI works as a BSS they will be paid at the base rate of pay for this position. The rate of pay for Higher Duties shall not in any circumstances result in a lower rate of pay than that which the individual normally receives. Where the base rate of pay for the position being relieved is lower than which the individual normally receives the next highest Salary Step shall be applied. When staff return to their substantive position their substantive rate of pay will apply.

Work at Higher Duties will form part of the Beach Services Staff training and development process and as such will be distributed equitably amongst eligible staff based on merit. This may include work on special events and/or performing work required within the normal rosters.

1.12 Grievance Procedures

Grievances shall be resolved consistent with the Local Government (State) Award 1997.

Registered
Enterprise Agreement

Industrial Registrar

1.13 Protective Clothing and Equipment

Employees, where required by Council, must wear and use uniforms, protective clothing and equipment and must properly launder and care for all items issued. For further information refer to Operations Manual.

1.14 Occupational Health and Safety (OH&S)

Where a matter involving OH&S arises, it shall be dealt with in accordance with Council policy, the Beach Inspector Lifeguard Operations Manual and the OH&S Act.

1.15 Alcohol and Other Drugs

As part of the efforts to achieve the highest standards of safety and health, Council will maintain an alcohol and drug free policy.

This means that all employees involved in the safe operation of Beach Services must be free from the influence of alcohol and other drugs whilst at work.

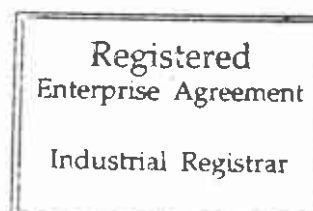
Employees who breach Council's policy will be subject to counselling and/or disciplinary action. The consumption of alcohol and other drugs during the course of a shift is prohibited. Serious or ongoing breaches of this policy may result in dismissal

1.16 Trauma Counselling

When an employee is involved in a fatal or serious critical incident but is not physically injured in the occurrence, the employee will be provided with paid trauma leave to attend medical and other counselling. The employee will be given a choice of approved medical practitioners and counsellors.

1.17 Equal Employment Opportunities

All Beach Services Staff will give due consideration to and operate within the Council's EEO guidelines. Staff will be employed based on skills, experience and qualifications and will implement ethical practice principals. Staff are required to work in accordance with Council's Code of Conduct guidelines and Council's HR policy manual.



1.18 Roster Variations

General

The Beach Supervisor and work team will develop and modify rosters consistent with Beach Services operational requirements and any proposals from work teams or staff.

The setting and amending of commencing and finishing times of shifts will be by mutual agreement between the Beach Supervisor and the work teams or staff. In the event that agreement is not reached the grievance procedures will apply.

Where new rosters are developed a period of seven (7) days notice of the introduction of such rosters should occur.

Mutual Shift Exchange

Subject to the principles outlined above and the agreement of the Beach Supervisor, following consideration of the relevant occupational health and safety and operational issues, employees may mutually exchange shifts provided they are cost neutral to Beach Services.

1.19 Review

The operation of this Agreement shall not preclude the identification and implementation of measures and/or amendments to this Agreement or work practices to improve effectiveness or efficiencies of the Beach Services. Identified improvement will only be implemented following staff consultation and involvement.

The operation of this Agreement shall be reviewed in detail on or before the 15 March each year to ensure consistency with the principles discussed in establishing the rosters, rates of pay and other matters.

This agreement can be terminated at any time with the approval of all the parties to it, whether during or after its nominal term.

Should the Agreement be terminated the parties shall negotiate an agreement to be introduced prior to the commencement of the next season. This may involve Temporary Staff consultation being conducted over the winter period. Until such time as the new agreement is negotiated the rates of pay and conditions of employment applying to Beach Services staff shall revert to the Local government (State) Award 1997, or any Award which replaces this Award.

<p>Registered Enterprise Agreement Industrial Registrar</p>
--

2.0 Permanent (Full Time) Staff

2.1 Definitions of Coverage

This section of the Agreement is to cover the unique employment conditions of the full time Warringah Council Beach Services Supervisors (BSS).

2.2 Hours of Work

i) Beach Season. The dates for the Beach Season may vary however generally span 31 weeks between late September to the end of April/early May. The season dates will be updated annually and are subject to Council approval and amendments. Rostered hours of work may vary over the beach season however generally fall between 8.45am to 6pm 7 days per week. Work outside the hours established by this Agreement shall be paid consistent with the provisions of Clause 2.3 *Working Outside Rostered Hours* of this Agreement.

ii) Winter season. The winter, or non patrolled season, generally spans 21 weeks between May to September each year. Hours of work during this period are a minimum of 38 hrs/pw (average 7.6 hrs/day) and generally fall between 8.30am to 5.30pm Monday to Friday. However, as per Award arrangements ordinary hours for all employees are between Monday to Friday inclusive and not greater than twelve hours in any one-day excluding unpaid meal breaks. Flexibility of hours worked within this daily span of hours can be negotiated with the Beach Services Team Leader, or the equivalent position, ensuring adequate service coverage at all times. Work outside of these hours will be paid in accordance with Clause 2.3 *Working Outside Rostered Hours*.

2.3 Working Outside Rostered Hours

i) Beach Season. Work outside of the normal rostered hours (8.45am - 6pm) during the beach season will be paid at overtime rates or alternatively time off in lieu can be negotiated with the Team Leader, or the equivalent position, (or banked into the 'unders & overs system' refer to 3.3). The exception to this clause is in relation to training, which will be paid in accordance with Clause 2.6.

ii) Winter season. Work outside the hours established in clause 2.2(ii) will be paid at either overtime or taken as TOIL (refer to 2.4) as negotiated with the employee prior to the work taking place.

Registered
Enterprise Agreement
Industrial Registrar

2.4 Time Off in Lieu (TOIL)

TOIL is taken on the basis of additional hours worked. This time off is arranged and agreed between the employee and his/her Team Leader, or the equivalent position. It is preferable that the time off is arranged and taken as soon as practicable to when the additional hours are actually worked. Where this is not possible, the TOIL can be banked and taken at a later date. When taken, TOIL will attract the pay rate at which it was accumulated (summer/winter) regardless of the season when it is actually taken.

Please note however, that additional hours worked during the beach season which are banked in the overs and unders system, as required for adequate roster coverage, can only be taken as time off outside of the peak beach season periods in accordance with clause 2.10 Annual Leave. Additional hours banked in the overs and unders system can be taken as TOIL or paid out at normal rates of pay.

2.5 Overtime

Where staff are required to work outside their ordinary hours the additional time will be taken as TOIL or paid as overtime as agreed with the effected staff member. Overtime will only be paid with prior approval by the Team Leader, or the equivalent position. Where overtime is an operational necessity during the beach season and it is impractical to obtain prior approval, overtime will be paid subject to a suitable explanation of the extra work performed.

2.6 Optional Extra Work

Optional extra work may be available for Beach Service Supervisors to work on their official day off. As an example, optional work may include Special Events, Communications room coverage, special meetings, appropriate office/administration work or other duties as available or required. Optional work will be approved by the Team Leader, or the equivalent position, after consideration of OH&S issues, particularly the need for adequate work breaks. Payment will be made at the level that is required for the position worked as 'optional' and attract a percentage loading as per Temporary staff, Clause 3.4(b), alternatively, TOIL may be negotiated with the staff member.

2.7 Rates of Pay

The rates of pay for permanent Beach Services staff shall be established and revised consistent with Council's Salary System.

2.8 Performance Management System

All permanent full time staff will take part in Council's formal Performance Assessment System at least once annually. This assessment will be conducted in accordance with the HR Policy Manual. The results of this assessment will assist in determining the employee's salary rate and the development of an individual Learning Plan (clause 2.9 Training).

2.9 Training

In addition to clause 1.7, the following training provisions shall apply to permanent full time staff.

The development, management and maintenance of individual Learning Plans are a joint responsibility between the Team Leader, or the equivalent position, and the employee, following a Performance assessment. The employee must take an active role in pursuing learning opportunities that will meet the agreed objectives as established in the Learning Plans.

Where compulsory training is conducted outside of normal hours the time shall be paid at the applicable ordinary rates of pay. Where staff elect to undertake career development through formal external courses, seminars or programs outside of normal hours staff may be required to attend in their own time for which no payment will be made, however TOIL may be arranged. Payment for the course, seminar or program fees may be available subject to approval by the Team Leader, or the equivalent position. The employee benefits by involvement in such programs through improved or new competency/skill development, which may enable the employee future access to increased pay rates.

2.10 Annual Leave

Annual leave conditions not specified by this Agreement are addressed in Council's Human Resources Policy manual.

Permanent full time Beach Services Supervisors are required to take their Annual Leave (and TOIL accumulated through the overs and unders system) outside of the peak beach season. That is, leave will not be approved between December 1st to March 1st in each year (unless for personal emergencies). Annual leave of up to a one-week (38 hrs) maximum may be approved outside of the peak period (Dec 1st - March 1st) during the beach season. All annual leave will only be granted subject to operational needs and upon application to the Team Leader, or the equivalent position. Applications for annual leave should be made at least four weeks in advance.

2.11 Vehicles

The Beach Services Supervisor vehicles are for operational use only and will be available for take home use. Take home use (transport to and from work only) will attract no cost or contribution by the employee, as the vehicle is an operational necessity required outside of Council's normal hours. Please note however that the issue of vehicle use is subject to changes within Council policy.

2.12 Dress Standards

During the beach season staff are required to wear the provided work uniform in a neat and tidy manner. During the winter season staff may choose not to wear the uniform but must maintain a professional standard of appearance.

3.0 Temporary (Seasonal) Staff

3.1 Hours of Work

The hours of work for Senior Beach Inspectors, Beach Inspectors and Communication Officer shall be as established in the roster schedules which are marked as attachments "4.1" -Beach Season, "4.2" -Surf Life Saving Association hours to this Agreement and "4.3" -Model Roster. These attachments are subject to change to meet operational requirements and will be updated each season to form part of this agreement. All staff members will receive a copy of these attachments upon appointment. Hours vary over the beach season however generally fall between 9am to 6pm 7 days per week. Work outside the hours established by this Agreement shall be paid consistent with the provisions of Clause 3.4 *Working Outside Rostered Hours* of this Agreement.

3.2 Rates of Pay

The rates of pay for positions listed in attachment 4.4 *Salary Points/Penalty Calculations*, shall be awarded in lieu of the penalties which would previously have been attracted by work on weekends and by working the hours to cover the roster as established in Clause 3.1 - *Hours of Work*. The rates include all purpose allowances and penalties, which apply to Beach Service staff. Calculations for the rates shown are detailed in Attachment "4.4" to this Agreement.

The rates of pay detailed in the table in Attachment 4.4 shall be adjusted consistent, both in quantum and operative date, with movements in the Award.

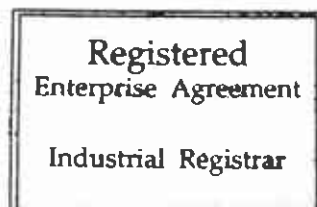
In response to requests from staff we have opened potential pay levels to include the full band range. For new staff, the base rate of pay will apply unless significant prior experience and/or qualifications are demonstrated. For existing staff your Performance appraisal will determine, for any subsequent employment, your placement at the appropriate level within your band.

The following table will be used to link the employees performance appraisals score to the relevant pay rate.

Existing pay rate	Score	New Pay Rate
04/2	75%	04/3
04/3	80%	04/4
03/2	75%	03/3
03/3	80%	03/4

Any employee who's score makes them eligible to be recommended for a 2 step pay increase, must be supported by both the Service Unit Manager and the Executive Team.

For pay rates above 04/4 the employee must be consistently demonstrating they are competently performing duties, which are above that involved in the normal Lifeguard job description. Eg Delivering BASE program, Relief Supervisor Duties, operating radio room, special event management, administration and staff training etc. An additional assessment can be conducted to assess the performance of the above duties if requested by the employee.



For the position of Communications Officer the rate of pay will generally fall between the pay steps of O4/2 and O4/4. Employees in this position will only receive a pay rate above O4/4 if they are consistently and competently performing administration duties above those described in the job description for this position.

3.3 Maintenance of a Thirty-Eight Hour Week (Unders & Overs)

To effectively operate the roster schedules (Attachments 4.1, 4.2 & 4.3) it is necessary that the 'unders and overs' system be implemented to maintain a minimum 38 hour pay each week. This system ensures payment of a 38 hour week through balancing the net result of hours worked in non extended periods of beach coverage (usually less than 38 hrs/wk) against periods of extended coverage due to daylight savings (greater than 38 hrs/wk).

Extended Beach coverage during Summer Months

Hours of duty are generally extended from 9am - 6pm Monday to Friday throughout the daylight saving period (December - February). The extended time reflects operational needs and provides for an equivalent of a 9-day fortnight for Beach Inspectors (Mon - Fri). However, Senior Beach Inspectors (7 days/wk) will have any additional time periods worked as a result of the extended coverage 'banked' on a one for one basis in order to compensate for 'unders' hours resulting from the rosters outside of the extended hours period.

SBI's and BSS's working on weekends will work variable hours in accordance with Council's Deed of Agreement with the Surf Life Saving Association for patrol coverage of various beaches (Attachment 4.2).

'Unders & Overs' balances will be regularly checked and staff informed accordingly. It is the role of the Beach Services Supervisors to ensure that there is general equity in the Unders and Overs through appropriate management of the rosters. Upon cessation of temporary full-time and/or seasonal employment these balances will be cleared by payment of the equivalent monetary value to the time actually worked, or if operationally convenient, granting the equivalent time off-in-lieu (as per HR policy manual), to be taken at a mutually agreed time.

3.4 Working Outside Rostered Hours - Temporary Staff

Work outside normal rostered hours shall be directed by supervisor's as (a) Overtime or offered as (b) Optional Extra Work (c) Extension of service and remunerated as follows:

(a) Overtime

Beach service staff who are directed to work unrostered hours as a continuation of their regular work, shall be paid at the appropriate overtime rate as prescribed by the Award. Overtime shall be approved, in accordance with procedures established by the Beach Services Team Leader, or the equivalent position. Meetings without a training or development focus will be paid at overtime rates and specified prior to the meeting taking place.



(b) Optional Extra Work

The allocation of optional extra work shall occur consistent with safe operating procedures and shall ensure the health, safety and welfare of all employees and the general public. Managers and Supervisors must satisfy themselves that such extra work does not place employees and Council at risk because of fatigue or stress related injury and illness. This shall include ensuring that staff take regular breaks during any one work period.

- (i) By Agreement between Council and temporary employees a process shall be established to ensure such work is offered initially to temporary Senior Beach Inspectors and Beach Inspectors in accordance with the Training (1.7) section, however paid at the rate that is required for the position as determined by the roster and as per Higher Duties (1.8) procedures, and the offer of additional hours is distributed equitably amongst these staff.
- (ii) Beach Services staff who request optional extra work on weekends (other than Public Holidays which are paid at the determined award rate, see section 3.9) shall be paid at their base hourly rate for the position plus 40%. Such extra work shall be deemed to also include, lunch relief, replacement for staff who are sick, special event work and the like.
- (iii) Optional extra work performed Monday to Friday (other than Public Holidays) shall be paid at the employee's base rate for the position plus 20%.
- (iv) At the request of the employee, and with the approval of the Beach Services Team Leader (or the equivalent position), the employee may elect to take the additional time worked as time off-in-lieu at a mutually agreed time or banked in the unders and overs schedule. Time off in lieu, or hours banked, will be equal to the time actually worked.
- (v) Where a SBI undertakes optional work as a BI, they will be paid at the top level (O3/4) for this position. If a BI undertakes optional work as a SBI they will be paid at the base rate or if appropriate the next pay level which ensures no loss of normal income.

(C) Extensions of Service (due to weather)

To maximise public safety and customer satisfaction it may be necessary to extend services past the scheduled finish time. This may occur due to a combination of crowd numbers, air temperature and ocean conditions and is mostly unpredictable. The BSS will determine when and at which beaches to extend services.

(I) Staff who are required to work extended hours shall be paid overtime rates as per the Local Government (State) Award.



3.5 Periods of Employment

- (a) Beach Services staff who are employed on a fixed term temporary appointment shall work for one of the periods detailed below which shall be indicated at the time of employment:

Full season - 7 months, September to the last weekend in April.

Three (3) months, - December to February. 12 weeks

Christmas/New Year Holidays - December January 6 weeks.

* Please note exact dates vary from year to year and are to be approved and advertised by Council each off-season for the following season.

3.6 Casual Employment

Casual appointments shall be made to cover day to day vacancies from Monday to Sunday as required. Rates of pay for casual work shall be at the base amount for the position and attract a loading of twenty (20) per cent.

Staff that have not previously worked for Warringah Council will commence their employment with a set pay rate. This pay rate will be O4/2 for Senior Beach Inspectors and O3/2 for Beach Inspectors.

Staff who have previously worked for Beach Services will commence on at least the pay rate they were last paid by the council for undertaking the same work

New and existing staff will have the opportunity to demonstrate their previous skills and experience at a pre employment interview. A higher rate may apply if the employee demonstrates the relevant experience.

Clause 3.4(b)(v) shall apply where an SBI works as a BI or a BI works as an SBI.

At the employee's request casual staff shall have the opportunity to be appraised using the "Beach Inspector Lifeguard Service – Seasonal Performance Appraisal – Evaluation and Development System", upon completion of a minimum of 30 days employment in any one season.

3.7 Annual Leave

Temporary fixed term employees, bound by this Agreement, shall receive payment for pro-rata annual leave at the end of the beach season.

3.8 Long Service Leave

Seasonal staff will become eligible for LSL if they accumulate a total of ten years service worked over consecutive years ie. a seasonal employee working a total of six months a year would need to return each year for 20 years to accrue an entitlement.

3.9 Leave without pay

Leave without pay shall be granted in accordance with the HR Policy Manual.



3.10 Public Holidays

All staff who are required to work on public holidays, shall be paid at penalty rates as prescribed by the Award, or alternatively by agreement between management and the employee, single time may be banked in the unders and overs system and in addition time and one half paid for the hours actually worked.

When a holiday occurs on a day on which an employee is rostered off while employed on a seven day a week rotating roster, the employee shall have the ordinary hours for the day credited in the unders and overs schedule. However, if the employee chooses to work as an optional day they shall receive only the penalty rates applicable for work on the day.

3.11 Operations Manual

All Beach Services staff shall become familiar with, and work in accordance to, the Operations Manual for Warringah's Beach Inspector Lifeguard Service. The Manual will be updated annually in the winter period and is a supplement to the organised training program. The Operations Manual should be read in conjunction with the HR Policy Manual. The purpose of the Operations Manual is to provide the reader with the basic concepts and guidelines for operation of an efficient marine safety service.

3.12 Performance Appraisal System

A formal Performance appraisal will be conducted for Temporary/Casual staff, which will occur prior to the end of their employment period. The assessment will be conducted by both Beach Services Supervisors, the results will determine the employee's salary band/level for subsequent employment and determine potential offers for re-employment. The results of the Performance appraisal will also assist in the development of appropriate Training objectives for individuals and the Beach Services Unit.

3.13 Re-employment for the next Beach Season

All beach services staff will participate in the annual Performance appraisal process prior to the cessation of the season and their employment period. Employees who score 75% or over in their Performance appraisal will be eligible for re-employment for the next beach season. Employees eligible will be notified in writing prior to the end of the existing season or as soon as possible thereafter and asked to complete an Expression of Interest Form for employment in the next beach season. This is subject to employees meeting medical; fitness and accreditation requirements for the position, and meeting all work performance and conduct requirements

At the employees request Beach Inspectors who work more than 30 days in the position of Senior Beach Inspector can participate in a Senior Beach Inspector performance appraisal.

Re-employment offers are subject to the work still being available. That is, the service still being provided and delivered by Warringah Council acknowledging that all Council services are constantly under review and subject to market competition. ~~It is therefore prudent that all staff~~

who are offered work for the forth-coming season contact Council during the off season to confirm the work is still available.

Re-employment in the next beach season shall not be at a Pay Step that is less than that which applied in the previous season for performing the same position.

The above conditions relate to situations where the position(s) duties and responsibilities remain unaltered from season to season.

3.14 Isolation Allowance

To maximise beach coverage, staff may be required to operate at a staff of one, at some locations, outside the peak 3-month summer period. This procedure will only occur at locations where adequate backup equipment and personnel is in place to respond in the event of an emergency.

Council recognises that disabilities associated with single person operations are unique and over those associated with a team operation. To compensate for all the disabilities associated with one-person operations; employees shall receive an allowance of 1 Dollar per hour. Staff shall only receive the allowance after working a minium of 4 hours in any one day.

This allowance is not payable to individuals of a two-person team who may be required to provide assistance or backup to a single person operation. This allowance shall not be used for any other purpose under this agreement or any other relevant Agreement or Award.

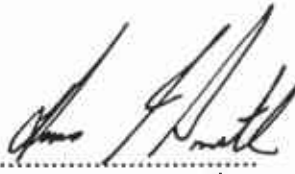
3.15 Disability Allowance

Staff will receive a disability allowance in accordance with the Award.


Registered
Enterprise Agreement
Industrial Registrar


SIGNED on behalf of)
WARRINGAH COUNCIL)
in the presence of)


.....
Witness


.....
General Manager

SIGNED on behalf of)
FEDERATED MUNICIPAL & SHIRE)
COUNCIL)
EMPLOYEES UNION)
in the presence of)


..... 1-8-00
Witness


..... 1-8-00
General Secretary.

Registered
Enterprise Agreement
Industrial Registrar

4.0 Appendices and Attachments

- 4.1 Beach Season - updated seasonally
- 4.2 SNB SLSA Deed of Agreement
- 4.3 "Patrol Hours and Strengths" - updated seasonally
- 4.4 Beach Services Model Roster for Beach Season (SBI's, BI's, and BSS)
- 4.4 Salary Points and Penalty Calculations - updated as required

Attachment 4.1 - Beach Season

Draft dates, subject to negotiation with SLSSNB and Council approval.

The Beach Season will vary from season to season, but generally fall between the September school holidays and the last weekend in April. All staff will be advised of the Beach season before commencing employment each season.

Senior Beach Inspectors
Beach Inspectors

Staff are required for:

- the full seven month season (late September to end of April)
- three month positions from December to end of February
- six week positions over the Christmas/New Year School holidays December to late January

Hours vary over the season however generally fall between 9.00am - 6.00pm.
Some extra work opportunities will be available.

NB: *Season dates to be confirmed.*



ATTACHMENT 4.2

MINIMUM PATROL HOURS AND STRENGTHS - SEASON 1999/2000

Note: Daylight Saving starts 31 October, 1999 and finishes 26 March, 2000

Club	September 25 /26 October	November 6 to 28	December 4 to Feb 27	March 4 to 26	April 1 to 30
Freshwater	9am - 5pm 4 bronze	9am - 5pm 4 bronze	9am - 6pm 5 bronze	9am - 5pm 4 bronze *	9am - 4.30pm 3 bronze
Sth Curl Curl	9am - 4.00pm 3 bronze	9am - 5pm 3 bronze	9am - 5pm 4 bronze	9am - 5pm 3 bronze	9am - 4.30pm 3 bronze
Nth Curl Curl	9am - 4.00pm 3 bronze	9am - 5pm 4 bronze	9am - 5pm 5 bronze	9am - 5pm 3 bronze	9am - 4.30pm 3 bronze
Dee Why	9am - 5pm 3 bronze	9am - 5pm 3 bronze	9am - 6pm 5 bronze	9am - 5pm 3 bronze *	9am - 4.30pm 3 bronze
Long Reef	9am - 4.00pm 3 bronze	9am - 5pm 3 bronze	9am - 5pm 4 bronze	9am - 5pm 3 bronze	9am - 4.00pm 3 bronze
Collaroy	9am - 5pm 3 bronze	9am - 5pm 4 bronze	9am - 6pm 5 bronze	9am - 5pm 3 bronze	9am - 4.30pm 3 bronze
Sth Narrabeen <i>Saturdays/public hols</i>	No Patrol	No Patrol	9am - 5pm 3 bronze	9am - 4.00pm 3 bronze	9am - 4pm 3 bronze
Sth Narrabeen <i>Sundays</i>	9am - 4pm 3 bronze	9am - 4.30pm 3 bronze	9am - 5pm 3 bronze	9am - 4.00pm 3 bronze	9am - 4pm 3 bronze
Narrabeen	9am - 4pm 3 bronze	9am - 4.30pm 3 bronze	9am - 5pm 4 bronze	9am - 5pm 3 bronze	9am - 4pm 3 bronze
Nth Narrabeen	9am - 5pm 3 bronze	9am - 5pm 3 bronze	9am - 6pm 4 bronze	9am - 5pm 3 bronze	9am - 4.30pm 3 bronze

NB: Inclement weather patrol strength goes to surveillance of 2 Bronze Medallion Holders one of which is the HBI. IRB to remain operational (one bronze holder with IRB qualification at all times). Inclement weather is defined as when the weather has for some time been so bad that no one is present on the beach or in the water. Surveillance patrol must first be approved by Council Beach Supervisor and Branch Duty Officer. Morning and afternoon patrols must initially sign on at full strength.

NB: Minimum one Honorary Beach Inspector (HBI) to be included in Bronze Medallion numbers for each patrol. The Patrol Captain must be an Honorary Beach Inspector.

* Council Beach Inspectors to cover from 5.00pm to 6.00pm at these locations in March



Attachment 4.3

BEACH SERVICES 1999/00 - Model Roster (Oct - Nov/March - April)

Beach	Week 1							Week 2							Week 3							Week 4						
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
SBI A	W	-	W	W	W	W	-	W	W	W	W	-	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	
B	W	W	W	-	W	W	W	W	-	W	W	W	-	W	W	W	W	W	-	W	W	W	-	W	W	W	W	
C	-	W	W	W	W	W	W	-	W	W	W	W	-	W	W	W	W	W	W	W	-	W	W	W	W			
D	W	W	W	W	-	W	W	W	-	W	W	W	W	W	-	W	W	W	W	W	W	W	W	W	W	W		
E	W	-	W	W	W	W	-	W	W	W	-	W	W	W	W	-	W	W	W	W	W	W	-	W	W			
F	-	W	W	W	W	W	-	W	W	W	W	W	-	W	W	W	W	W	W	W	W	W	W	W				
G	W	W	-	W	W	W	W	W	W	W	-	W	W	W	-	W	W	W	W	W	W	W	W	W	W			
H	W	W	W	W	-	W	W	-	W	W	W	-	W	W	-	W	W	W	W	W	-	W	W	W	W	-		
Optional Extra Work							W W						W W												W W			
Beach Services Supervisors 1	W	W	-	-	W	W	W	W	-	W	W	W	-	W	W	-	W	W	W	W	-	W	W	W				
Beach Services Supervisors 2	-	W	W	W	W	-	-	W	W	W	-	W	W	W	W	-	W	W	W	W	W	-	W	W	W			

Note:

- i) W = Work
- ii) Roster includes *nine* Senior Beach Inspector (Senior Beach Inspector) positions (Temp FT) plus 2 x permanent Beach Services Supervisor positions.
- iii) Senior Beach Inspectors (SBI's) work a seven day x four week rotating roster.
- iv) SBI's rotate at the end of each 4 week cycle to ensure even distribution of work/days off. Each shift includes working seven full weekends per twelve weeks.
- v) Throughout daylight saving months (ie. Dec - Feb inclusive) work hours are extended 9 - 6pm. The addition of 1 x SBI employed for the 3 summer months, will be used as a second rotator to cover the extra shifts that come available during this period.
- vi) Beach reference is as follows: FW - Freshwater, SCC - South Surf Surf, NCC North Surf Surf, DY - Dee Why, LR - Long Reef, Coll - Collaroy, NN - North Narrabeen, N - Narrabeen, SN - South Narrabeen Part season beaches (Narrabeen and South Narrabeen), will work on a similar model.
- vii) Staff can be required to work at any one of the nine beaches, or Warringah Surf Rescue.



Attachment 4.4

Salary Points/Penalty Calculations

Band	Pay Step	Base Amount \$ (at Nov'97)	Plus Weekend Penalty \$	Plus Disability Allowance \$ per 38 hr week
03/ (Beach Inspector)	2	527.16		9.00
	3	552.11		9.00
	4	579.40		9.00
04/ (Communications Officer)	2	592.30		9.00
	3	621.19		9.00
	4	651.89		9.00
	5	683.98		9.00
	6	717.78		9.00
	7	753.06		9.00
04/ (Senior Beach Inspector)	2	592.30	695.95	9.00
	3	621.19	729.90	9.00
	4	651.89	765.97	9.00
	5	683.98	803.68	9.00
	6	717.78	843.39	9.00
	7	753.06	884.84	9.00
	A2/ (Beach Service Supervisors)	1	640.17	736.19
2		665.33	765.13	Not Applicable
3		691.44	795.16	Not Applicable
4		718.74	826.55	Not Applicable
5		747.09	859.15	Not Applicable
6		776.62	893.11	Not Applicable
7		807.32	928.42	Not Applicable

Note:

* Penalty of 17.5% calculated on base amount and determined as follows:

2 full weekends	=	15%
2 full weekends	=	15%
3 full weekends	=	22.5%
total divided by 3 staff}		52.5%

over 12 weeks/3 rosters per loading = 17.5%

* Beach Service Supervisor penalty calculated at 15% per week for 2 full weekends worked per 4 week roster.

- Penalty loading calculated on basis of 1.5 x Saturday work and 2.0 x Sunday work assuming 7.6 hours worked per day and averaged over the weekends-worked per roster each season.

Placement on the relevant pay step is based on the employee's skills, competency assessment and experience

