

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/316

TITLE: The Council of The City of Sydney Olympic Enterprise Agreement

I.R.C. NO: 2000/3575

DATE APPROVED/COMMENCEMENT: 24 July 2000

TERM: 12 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

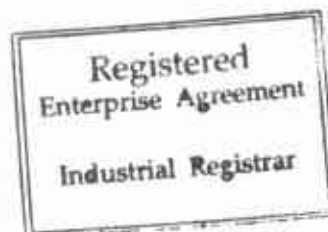
DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged pursuant to the City of Sydney Wages/Salary Award 1998 and will apply to operations of services and facilities that will be utilised during the Olympic period

PARTIES: City of Sydney Council -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch, Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division, The Environmental Health and Building Surveyors' Association of New South Wales, The Local Government Engineers' Association of New South Wales, The New South Wales Plumbers and Gasfitters Employees' Union



The Council
of
The City of Sydney



**OLYMPIC
ENTERPRISE
AGREEMENT**

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1. PURPOSE OF THE AGREEMENT

- 1.1 The parties to this Agreement acknowledge the special and unique circumstances that will apply to operations of services and facilities that will be utilised during the Olympic period.
- 1.2 This Agreement will only apply for periods defined in Clause 4.
- 1.3 This Agreement provides the basis for the establishment of conditions of employment and operational arrangements that will provide certainty and flexibility to facilitate the smooth delivery of services and operations during the Olympic period.
- 1.4 Due to the unique nature of the impact of the Olympic Games on the services and operations of the City of Sydney the parties recognise that employees will be required to work across a broad range of tasks, subject only to having the required the skill and the activity being safe and legal.
- 1.5 To ensure a non-adversarial approach to employee relations for the Olympic period.

2. PARTIES TO THE AGREEMENT

- 2.1 The parties to this Agreement are:-
- The Council of the City of Sydney
 - Federated Municipal and Shire the City Employees' Union of Australia New South Wales Division
 - Electrical Trades Union of Australia New South Wales Branch
 - The New South Wales Plumbers and Gasfitters Employees' Union
 - Automotive Foods Metal Engineering Printing Kindred Industries Union, New South Wales Branch
 - The Local Government Engineers' Association of New South Wales
 - The Environmental Health and Building Surveyors Association of New South Wales

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3. AGREEMENT WITHOUT DURESS

- 3.1 This agreement was freely entered into, without duress, by all the parties who have given their support and endorsement for the provisions contained herein.

4. INCIDENCE AND DURATION

- 4.1 This Agreement applies to all employees of the City of Sydney who are covered by The City of Sydney Wages / Salary Award 1998, Local Workplace Agreements and Enterprise Agreements.
- 4.2 This Agreement shall span a total of 29 days covering the following periods:
- Olympic Games – 17 days commencing on 15 September 2000 and concluding on 1 October 2000; and
 - Paralympic Games - 12 days commencing on 18 October 2000 and concluding on 29 October 2000.
- 4.3 Should the City of Sydney deem it necessary to continue working the Olympic shift arrangements (ie. shifts not normally worked by employees) at any time after 1 October 2000 and before 18 October 2000 the Olympic bonus loading will be paid to employees affected.
- 4.4 This Agreement is to be read and interpreted wholly in conjunction with The Council of the City of Sydney Wages / Salary Award 1998. This Agreement regulates the terms and conditions of employment of employees, provided that where there is any inconsistency between this Agreement and the aforementioned Award, this Agreement shall prevail to the extent of any inconsistency.
- 4.5 In the event of a Local Area Enterprise Agreement providing terms and conditions for a specific group of employees, the Local Area Enterprise Agreement will prevail to the extent of the inconsistency.

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5. DISPUTES AND GRIEVANCE RESOLUTION

- 5.1** Industrial action should be prevented during the term of this agreement by the parties observing the disputes and grievance procedures as stated in clause 5.2.
- 5.2** The parties acknowledge the special arrangements which must exist to ensure that no disruption the City operations during the Olympic Games period whilst at the same time providing employees a mechanism capable of resolving any grievances or disputes quickly. Accordingly the following procedures and mechanisms are agreed:
- (a) Employees shall raise any grievance or disputes with their immediate supervisor in the first instance.
 - (b) In the event that the grievance remains unresolved for more than 12 hours then the employee or their Union Delegate shall contact the Group Manager Employee Relations.
 - (c) In the event that the grievance or dispute is unresolved within 6 hours of being referred Group Manager Employee Relations, the employee shall contact the appropriate Union Official.
 - (d) If the matter is not resolved by the Group Manager Employee Relations and the appropriate Union Official any of the parties can refer the matter to the Olympic Disputes Committee.
 - (e) The Olympic Disputes Committee shall be made up of the Union's General Secretary (or nominee) and the City of Sydney Olympics Operation Director.
- 5.3** At any stage of these proceedings, any party to this agreement may seek the assistance of the Industrial Relations Commission of New South Wales (IRC). However, given the reduced operations of the IRC during the Olympic Games period it is preferable that all reasonable endeavours be made to resolve the matter in accordance with these procedures before seeking the IRC's assistance.
- 5.4** Except in disciplinary matters deemed to be serious misconduct, the City will not suspend employees without pay for disciplinary matters until the investigation has concluded.

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6. OLYMPIC CONDITIONS OF EMPLOYMENT**Olympic Bonus**

- 6.1** As a consequence of staff making themselves available to undertake any role, within their skills and competence, on a shift work basis, including the undertaking of duties of other staff required on Olympic Games activities, employees will be paid a bonus loading on completed shifts worked.
- 6.2** As part of the flexibility requirements employees may be required to defer any roster days off during the Olympic period that occur due to 9 day fortnight or 19 day month working arrangements.
- 6.3** The bonus loading will only be paid if the employee attends work and completes their rostered shift. Deferred rostered days off (as described in the City of Sydney Wages / Salary Award 1998 at Clause 6.2) shall attract the bonus loading as detailed in Clause 7.1 of this agreement. The loading will not be paid if the employee does not attend work for any other reason.
- 6.4** The bonus loading and shift penalty payments shall apply for the purposes of Workers Compensation payments for injuries sustained during the period of this agreement. Any payments made under Workers Compensation legislation that include the bonus loading or penalty payments for flexible rosters undertaken as a result of this agreement shall only apply for the period of this agreement.
- 6.5** Employees will not be forced to work shifts or undertake duties they do not normally perform and no one will be forced to work overtime during the Olympic period. Employees who decline the opportunity to work flexible duties and hours of work will work their normal duties and normal hours. The bonus loading will not apply where an employee declines to work flexible duties and/or hours.
- 6.6** Employees electing not to work overtime whilst participating in the Olympic flexibility arrangements will remain eligible for the bonus loading.
- 6.7** Employees eligible for overtime may choose whether to be paid any bonus or take time off in lieu. Time off in lieu accrued during the Olympic period shall be taken when at least 2 weeks notice is given. Other arrangements for the taking of time in lieu may be made by mutual agreement between the employee and their supervisor.
- 6.8** In recognising unforeseen difficulties, including those related to transport, that may arise for employees during the Olympic period the City undertakes to address individual issues and concerns as they arise.

6. OLYMPIC CONDITIONS OF EMPLOYMENT (continued)**Hours of Work**

- 6.9** At any time during the Olympic period defined at clause 4.2, an employee experiencing family / personal problems may, without concern of reprisal, return to their normal pre-Olympic duties. The employee shall not have to make a disclosure regarding the circumstances requiring them to return to their pre-Olympic duties. The City's Employee Assistance Program will remain in operation during the Olympic period for employee access as required.
- 6.10** The ordinary hours of employees working in Business as Usual areas shall be in accordance with the Award span of hours (ie. 6:00am to 8:00pm). Employees may be requested to vary their ordinary hours of work within this span to meet operational requirements.
- 6.11** The ordinary hours of employees working in the Service Delivery Operations and Special Projects areas of the City during the Olympic period shall be rostered in shifts of not less than 4 nor more than 12 hours in any 24 hour period over any 7 day period.
- 6.12** All employees shall be rostered to have at least 2 days off work in any 7 day cycle. Employees may forgo these 2 days off work by agreement.
- 6.13** In the event of an employee being unable to attend a shift the employee on the shift before may be required to work an additional 4 hours after their rostered shift and the employee rostered on the following shift may be required to work an additional 4 hours before their rostered shift.
- 6.14** No permanent or part-time employee shall be required to work a broken shift.
- 6.15** In the event that an employee is not advised of a shift roster cancellation and reports for duty as previously rostered, the employee shall be entitled to a minimum payment of 4 hours for the shift.



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6. OLYMPIC CONDITIONS OF EMPLOYMENT (continued)

Contract Labour

- 6.16 The City will utilise all permanent, part-time and casual employees in existing functions or Olympic specific functions before engaging contract labour.
- 6.17 The City shall utilise contract labour to work rostered shifts only after all permanent, part-time and casual employees have been rostered.

Absence Notification

- 6.18 Employees shall notify their supervisor at least 2 hours prior to the commencement of their shift of their intention to take unplanned leave. This requirement is to assist in the efficiency of service delivery and will not be used for disciplinary purposes.
- 6.19 Employees prevented from starting work at their rostered time due to traffic or transport delays shall not have their salary reduced if they make reasonable efforts to notify their supervisor of the expected delay.

Employees Attending Olympic Events

- 6.20 Where an employee has tickets to an Olympic event the City will ensure that shift rosters allow for the employee to attend the event by rostering days off accordingly. Employees who hold Olympic tickets will advise their supervisor as soon as practicable on the form provided by the City of Sydney.

Night Shift Meals

- 6.21 Where ever practicable, for rostered shifts finishing after 8:00pm and before 6:00am, the City will endeavour to provide facilities and food for employee operated barbeques at the completion of the shift.



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7. TIMING AND QUANTUM OF PAY INCREASES

- 7.1 In addition to Award rates of pay and penalty payments employees shall be paid a **20 %** loading based on the acceptance of flexibility requirements and completed shifts worked.
- 7.2 The loading shall only apply for the periods specified in clause 4.
- 7.3 To be eligible for this bonus payment the employee must work their rostered shift. This loading will not be paid where an employee does not attend work or declines flexible rostering / duties.
- 7.4 The Olympic bonus loading will be paid as part of normal payroll processing.
- 7.5 Unions and their members agree that no further claims will be made on the City for pay increases leading up to the period of this agreement or during the life of this Agreement.

8. OLYMPIC AWARDS PROGRAM

Overview

- 8.1 The Olympic Awards Program will operate from mid-April 2000. The Olympic Awards Program will be open to all employees and the process will be based on both a random award distribution and specific performance criteria. These rewards may include, amongst other things, tickets to an Olympic sports or social events and tickets to City events.

Employee Participation

- 8.2 The Olympic Awards Program will be overseen by an Olympic Awards Program Committee that will be elected in each Division of Council. Each committee will include an elected Union delegate and will meet regularly to administer the program the distribution of Awards and assess performance criteria.



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9. SIGNATORIES TO THE AGREEMENT

9.1 In signing this Agreement, the parties agree that the rates of pay and the implementation of the conditions provided for in this Agreement will take effect for the duration of the period of the agreement nominated in Clause 4.

9.2 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


General Manager



Witness

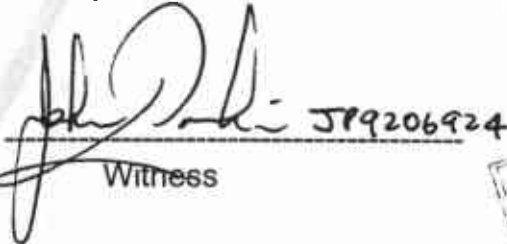
SIGNED on behalf of
THE FEDERATED MUNICIPAL AND
SHIRE COUNCIL EMPLOYEES
UNION OF AUSTRALIA;
NEW SOUTH WALES DIVISION
in the presence of


General Secretary


Witness

SIGNED on behalf of
AUTOMOTIVE, FOODS, METALS,
ENGINEERING, PRINTING AND
KINDRED INDUSTRIES UNION
in the presence of


Secretary

 579206924
Witness





SIGNED on behalf of
THE ELECTRICAL TRADES
UNION OF AUSTRALIA
NEW SOUTH WALES BRANCH
in the presence of

B. R. H.

Secretary

[Signature]
Witness

SIGNED on behalf of
THE NEW SOUTH WALES
PLUMBERS AND GASFITTERS
EMPLOYEES' UNION
in the presence of

B. B.

Secretary

[Signature]
Witness

SIGNED on behalf of
THE LOCAL GOVERNMENT
ENGINEERS' ASSOCIATION,
NEW SOUTH WALES BRANCH
in the presence of

[Signature]

Secretary INDUSTRIAL OFFICER

[Signature]
Witness

SIGNED on behalf of
THE ENVIRONMENTAL
HEALTH and BUILDING
SURVEYORS' ASSOCIATION
of NEW SOUTH WALES
in the presence of

[Signature]

Secretary

[Signature]
Witness



[Signature]
[Signature]