

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/273

TITLE: Sutherland Shire Council Leisure Centres Employees Enterprise Agreement

I.R.C. NO: 98/4851

DATE APPROVED/COMMENCEMENT: Approved 18 September 1998 and commenced 7 April 1998

TERM: 3 years

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 41

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged at the Council's Leisure Centres

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





EX1

MASTER COPY

FILED
OFFICE OF THE INDUSTRIAL
REGISTRAR
17 SEP 1998
SIGNED *JS*

ENTERPRISE AGREEMENT NO.

SUTHERLAND SHIRE COUNCIL

Registered
Enterprise Agreement
Industrial Registrar

and

THE FEDERATED MUNICIPAL & SHIRE COUNCIL EMPLOYEES
UNION OF AUSTRALIA

(NEW SOUTH WALES DIVISION)

LEISURE CENTRES EMPLOYEES

Filed with the Industrial Registrar the day of 1998

MASTER COPY

THE SUTHERLAND SHIRE COUNCIL



This agreement is the result of a co-operative approach to Industrial Relations. It represents an important step in improving the overall performance of the Council, in providing the community and customers with excellent service, in providing employment security, education and training, career path development and a better work environment for employees.

This agreement recognises the gains already made through review, job redesign, total quality service and the Consultative Committee and commits the parties to continue these processes in a co-operative and consultative way.

This Agreement shall operate for a period of 3 years from the date of Council resolution (7th April 1998) with the option of an extension of the Agreement for a further 2 years. If this Agreement is to be extended the negotiation shall be finalised prior to the 3 year expiration period.

This Agreement recognises the operating contract that exists between the Sutherland Shire Council and the Leisure Centre Employees for the operation of Council's Leisure Centres. This Agreement will operate in conjunction with the contract for the Management and Operation of Sutherland Shire Council Leisure Centres, contract No. SR2098. Effective from the 7th July 1998 for a period of 3 years.

PARTIES TO THIS AGREEMENT

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An Enterprise Agreement, made in accordance with:

- (a) the provisions of section 32-47 of the Industrial Relations Act 1996 and
- (b) the Principles for approving enterprise agreements as provided by section by section 33(1) of the Act.

The parties to this agreement are the Sutherland Shire Council and the Federated Municipal & Shire Council Employees Union of Australia, New South Wales Division, on behalf of the employees engaged at Council's Leisure Centres whether they be MEU members or not.

It is agreed by the parties as follows:-



1. TITLE OF THE AGREEMENT

This Agreement shall be referred to as the Sutherland Shire Council Leisure Centres Employees Enterprise Agreement.

2. ARRANGEMENT

This Agreement is arranged as follows:-

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3. PARTIES BOUND BY THIS AGREEMENT

This Agreement shall apply to and be binding upon the:-

- (i) Sutherland Shire Council
- (ii) Federated Municipal & Shire Council Employees Union - New South Wales Division on behalf of the employees engaged at Council's Leisure Centres whether they be MEU members or not.

4. SCOPE OF THIS AGREEMENT

- (a) This Agreement is to be read in conjunction with the:-
 - (i) Local Government (State) Award 1997
- (b) Where this Agreement is inconsistent with this Award then this Agreement shall prevail.
- (c) This agreement replaces Industrial Agreements 8727 and 8051 filed with the Industrial Registrar.

5. DURESS

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

6. **COMMENCEMENT AND DURATION**

- (a) This Agreement shall operate for a period of 3 years from the date of Council resolution (7th April 1998).
- (b) This Agreement may be varied with the mutual consent of the parties during the nominated period of the agreement.
- (c) If there is to be an extension of the contract for the Leisure Centres this Agreement shall be renegotiated and finalised prior to the 3 year expiration period.

7. **DEFINITIONS**

"Quarterly period" means January - March; April - June; July - September; October - December.



M.E.U -

The term "M.E.U" refers to the members of the Federated Municipal & Shire Council Employees Union - NSW Division, who are engaged at the Sutherland Shire Council's Leisure Centres.

GM -

The term "GM" refers to the position of General Manager of Sutherland Shire Council.

IMMEDIATE SUPERVISOR -

In the context of this Agreement, Immediate Supervisor shall mean, in respect to an employee, the person for the time having line responsibility.

EMPLOYEE -

Unless specifically indicated, the term employee shall refer to permanent, temporary or casual employees of the Council's Leisure Centres.

SUTHERLAND SHIRE COUNCIL'S LEISURE CENTRES -

Includes Sutherland Leisure Centre, Caringbah Leisure Centre, Engadine Leisure Centre and Como Swimming Pool.

MEAL BREAK -

Means a 30 minute breakfast, lunch or dinner break (depending upon the shift worked)

MORNING TEA BREAK -

Means a 10 minute break taken as agreed between starting time and the "meal" break.

EMERGENCY CALLOUT -

Means a callout to address either a matter of public safety or security of the facility which cannot be handled by the staff on duty.

8. **PRODUCTIVITY GAINS**

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Council acknowledges in this agreement that substantial productivity gains have already been made with the various initiatives already undertaken. The various reviews of operations have provided many opportunities and savings for Council.

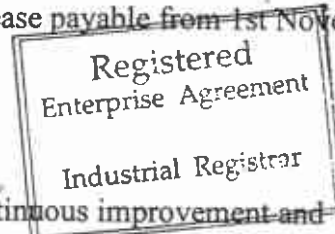
9. **RATES OF PAY**

- (i) Following endorsement (on the 27/3/98) of this Enterprise Agreement by the MEU an increase of 3.5% per week as specified in the rates of pay as indicated in Schedule 1 will be made payable at the most practical time but dated from the date of signing of this Agreement (Council meeting 6/4/98). A further increase of 3.25% per week will be paid on the first pay period of January 1999 and a further increase of 3.25% on the first pay period of January 2000. This adjustment is made on the undertaking that the commitment to this Enterprise Agreement by both the M.E.U. and the Council will continue through and beyond ratification.
- (ii) A one off 5% productivity payment for all permanent staff employed prior to May 1st 1997, calculated on the current rate of pay and back dated for 39 weeks will be payable within 20 working days after the signing of this Agreement. Staff employed after May 1st 1997 will be paid pro rata from commencement date to the date of signing this Agreement up to a maximum of 39 weeks. Staff on employment contracts will be adjusted in line with the terms of their contract.
- (iii) Casual Pool Attendants rate of pay will be graded from 1 to 4, with an increase in hourly rate per grade depending upon competencies and skills as assessed and approved by the Centre Manager or the Centres Manager's delegate.

The casual pay rates specified in Schedule 1 will (unless otherwise specified) include all allowances, penalty payments, meal allowances, first aid allowance, shift allowance, over award payments and specified overtime, within the rate. The current casual rate includes all previous increases under the Award with an additional 3.25% payable from 2nd November 1998 and a final 3.25% increase payable from 1st November 1999.

10. **STAFF DEVELOPMENT**

Council will provide training, information, continuous improvement and development based skills for permanent, permanent part-time employees and casual employees, participating in this agreement. These employees will be given appropriate training to allow them to advance from one skill level to the next. Promotion from one skill level to the next will be based on competency and a vacancy being available. All employees agree to be fully involved in the Centre's programmes and processes for continuous improvement. All employees are committed to seek continuous improvement by:



- * Developing a positive attitude;
- * Accepting change;
- * Making suggestions to achieve improvement;
- * Identifying and solving problems at the closest point of action;
- * Undertaking relevant training being skill based or of a physical nature;
- * Employees will undertake to adopt the Centre's policies as their own and strive toward demonstrating this on both professional and personal levels.

a) Job Redesign

Employees and Centres management agree to the principles of the job redesign process which concentrates on increased employee involvement skilled based development and the encouragement of all employees to seek continued improvement in all aspects of the Centre's operation, as well as developing their own physical and personal abilities.

b) Customer Importance

Employees and Centres management recognise the utmost importance of "CUSTOMERS AND THE SERVICES WE PROVIDE" within the Centre's operation.

c) TeamWork

Employees and Centre management support the fundamental principle of working in teams. Through training, teams of employees will have greater opportunities to expand and accept responsibility for their own work units, projects and assignments.



The Centre's management is to determine in consultation the optimum number of employees required for each skill based level developed and any fitness training over the period of this agreement. This shall commence from the starting date of this agreement.

d) Training

Certain types of training currently available are beneficial to both the Facilities operations and for future job opportunities for the individual. Where this type of training has been identified as being beneficial the employee agrees to contribute a portion of their free time in attending such training. The portion of personal free time contributed by the employee will be subject to regulation and mutual agreement between the Centres Management and the employee.

e) Work Base Training (Permanent Employees)

Council will provide paid leave, course costs and exam fees and reasonable expenses as approved by the Centres Manager, to allow permanent employees to keep essential qualifications current.

f) Casual Training

Courses for updating all essential qualifications will as far as possible be run in-house and casual employees participating will be charged on a cost recovery basis. Casual employees will attend in their own time.

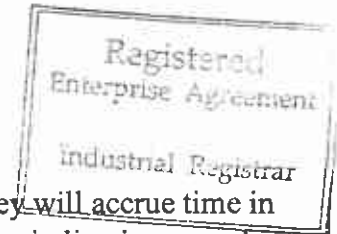
11. **VARIABLE HOURS**

It is agreed that there are opportunities for Council to improve its productivity by rostering employees to suit the needs of each particular part of the operation. Schedule - 2 outlines the various variable working arrangements to be worked by each employee or work group. It is agreed that changes to these arrangements may be made by mutual consent.

12. **SEMINARS/CONFERENCES**

Staff Roster/Coverage.

If an employee is required to work to cover an absence, they will accrue time in lieu in accordance with Clause 25(b) and Clause 30. If time in lieu is accrued in this way, it may be added to other leave entitlements and taken together.



13. **HOURS OF DUTY**

1. As the Centre is operational from 5.00 am to 9.00 p.m it will be necessary for employees to work 152 hours each four weeks in a rotating roster cycle (schedule 2) as necessary for Council's operations between the hours of 4.00 am and 10.30 p.m.

2. All employees (including casuals) must take an unpaid meal break of 30 minutes if they work greater than 6 hours on any one work day.

All employees (including casuals) will be provided with a 10 minute paid break within the first 5 hours of work.

Rostering will be flexible to adequately provide for qualified staff to be on duty during meal breaks.

3. Centre Management will supply tea, coffee, milk and sugar.

4. No employee will be able to work rostered time off to obtain payment unless with the permission of the Centre Manager. Additional hours worked will be paid at normal hourly rates or time in lieu at ordinary time rates on a time for time basis, can be claimed. No additional payment will be made for working an RDO day.

5. Overtime will only be paid in special circumstances for hours worked outside the span of hours or when over 1 additional hour over the normal rostered hours per week have been worked (with prior approval). No

penalty payments for weekend or Public Holidays will apply as they are included in the rate of pay.

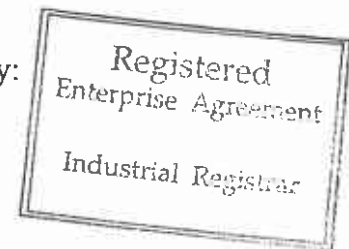
Emergency Callout

In the event that an employee is required to attend for work on a day off or after rostered hours, they will be paid at time and one half for the first 2 hours and double time thereafter.

14. ALLOWANCES

The following allowances are included in the rate of pay:

- * Drivers Licence
- * First Aid Allowance
- * Advanced Resuscitation Certificate Allowances
- * Meal Allowance
- * Shift Allowance



Any future upgraded qualifications required by Council for the industry will not attract any form of allowance, however full training, course costs and exam fees will be paid by Council.

15. RESTRUCTURED POSITIONS

Where the Council or Management has made a definite decision to introduce change and as a result positions are created, altered or abolished, consultation will take place with the employee affected and the appropriate Union and any changes introduced in accordance with Council's Redeployment and Redundancy Policy as shown in Attachment 1. Staff on Employment Contracts will be dealt with in line with the terms of their contract.

16. PUBLIC HOLIDAYS

If an employee is rostered to work on a gazetted public holiday or picnic day, they will accumulate equivalent ordinary time as a day in lieu plus payment at ordinary time for the day. If an employee is rostered off on a public holiday they will accrue one day in lieu. Employees must take all accumulated days in lieu within 12 months of them being accumulated. Where days in lieu cannot be taken by mutual agreement, then payment for days in lieu will be made.

On Christmas Day and Good Friday the Centre will be closed. All staff will receive Christmas Day and Good Friday as Public Holidays and rosters adjusted to reflect this (ie. if the employee is rostered "ON" he/she will have the day off as a public holiday and be paid their normal hourly rate for the hours normally worked at single time. If rostered "OFF" the employee will have the day off and be paid normal hourly rate for the public holiday and receive DIL for the hours normally required to be worked (at single time).

17. PICNIC DAY

M.E.U Picnic Day shall for the purpose of this agreement, be regarded as a holiday. The picnic day shall be on such a day as is mutually agreed between Council and the M.E.U.

18. ANNUAL LEAVE/LONG SERVICE LEAVE

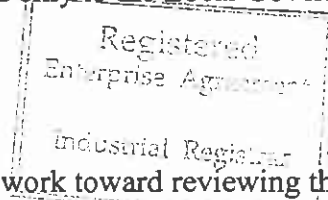
All permanent and permanent part-time employees will be entitled to 4 weeks Annual Leave (on a pro rata basis) which will be taken within 12 months of it falling due but not during the summer period, ie 1 st November to 31 st March unless at a time mutually agreeable to both parties.

From time to time the Leisure Centres will close for annual maintenance. Staff may be required to take part of their Annual Leave during these maintenance closures with consultation.

Long Service Leave can be taken at a mutually agreeable time to both parties.

19. SUPERANNUATION

The parties agree that for payment of the Compulsory Superannuation Guarantee Levy employees who are not a member of the Public Sector Executive Superannuation Scheme, the State Superannuation Fund or the State Authorities Superannuation Scheme the levy will be paid ~~only to the Local Government~~ Superannuation Scheme.



20. PAYMENT OF WAGES

It is agreed that Council and the M.E.U will work toward reviewing the pay system with the co-operation of all employees. Payment on a weekly basis will be maintained.

21. EMPLOYEE ASSISTANCE PROGRAMME

An employee assistance programme will be organised by Council to provide Counselling and ongoing support to employees with personal problems.

22. ENERGY CONSERVATION AND WASTE MANAGEMENT AND MINIMISATION

Employees and management are committed to pursuing energy conservation, waste management and minimisation principals and policies to address environmental issues and contain costs.

23 FALLING SICK WHILE ON LEAVE

If an employee becomes sick while on leave and is unable to derive benefit from their leave, the employee must notify their Supervisor immediately and provide their Supervisor with satisfactory "Proof of Illness" as defined by this Agreement (at the employee's own expense) within 2 working days of the date of the illness. Council will allow that leave to be exchanged for sick leave provided that period of sickness is not less than seven consecutive days and provided the employee has an entitlement to the equivalent sick leave. The reinstated leave shall be taken at a time mutually convenient.

24. SICK/CARERS LEAVE

Permanent Employees who commenced with Council prior to 1st January, 1991 - the following conditions apply:

(i) (a) Accumulation

Untaken sick leave will accumulate from year to year.

(b) Proof of Illness

It is agreed that employees may take up to 4 days sick leave without "proof of illness". Once these 4 days have been taken all other absences in the sick leave year must be covered by a medical certificate. Proof of illness will be required for all carers leave absences.

A medical certificate is required to support any sick leave absence greater than 2 days.

"Proof of illness" means a medical certificate from a registered medical practitioner (doctor), chiropractor, physiotherapist and dentist.

(c) Service Year

For the purpose of this Clause, Service Year shall be 1st October to 30th September.

(d) Extended Sick Leave

Under special circumstances when sick leave entitlements are exhausted, Council at its discretion may grant additional sick leave judging each case on merit, taking into account length of service, work performance, past attendance record etc. Granting of additional sick leave is subject to the approval of the GM.

(ii) Sick Leave Arrangements

(a) Sick/Carers Leave Entitlements per year

152 hours per year accumulated from year to year.

"Carers Leave" is for the purpose of caring for a sick member of your immediate family.

"Family" is defined in the Award and includes your spouse, mother, father, defacto partner, children, step children.

- (b) Payment of Untaken Sick Leave Up Until 14th February 1993
 Subject to sick leave remaining untaken, payment of untaken sick leave will apply for retirement, retirement as a result of ill health, death or resignation.
 Payment of untaken sick leave shall not be made where an employee's services are terminated as a result of misconduct.

Payment of untaken sick leave until 14th February 1993 shall be as follows:-

- :- 3 - 10 years service 1 week per year of service
 :- 10 years service 2 weeks per year of service
 and over

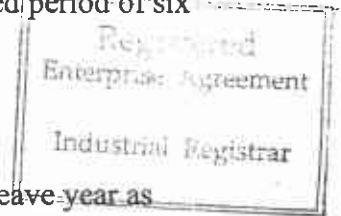


- (c) Cashing out of Untaken Sick Leave for Entitlement prior to 15th February 1993
 Employees may elect to receive a payment for untaken sick leave applicable under Clause 24 (ii) (b) during the course of employment at a rate of 20% of the accumulated value in any one year provided they give notice by 1st March each year. The payment will be made based on completed years of service in the pay period following the employee's service anniversary. Such payment will reduce the amount due and payable to the employee. Any accumulated period of six weeks or less may be "cashed out" in full.
- (d) Payment of Good Attendance Payment from 15th February 1993
 On retirement, retirement as a result of ill health, death or resignation, employees will be entitled to an amount for good attendance bonus, based on the amount of unused sick leave they would have been entitled to.

- :- for 3-10 years service 1 week of good attendance
 since commencement bonus for each completed year
 of service with of service since 15th February
 Council 1993.
- :- for 10 years service 2 weeks of good attendance
 and over since bonus for each year of service
 commencement of since 15th February 1993

(e) Cashing out of Good Attendance Payment for Entitlements post 15th February 1993

Employees may elect to receive a payment of their "good attendance payment" prior to retirement, retirement as a result of ill health, death or resignation, applicable under Clause 24 (ii)(d) during the course of employment at a rate of 20% of the accumulated value in any one year, provided they give notice by 1st March each year. Such payment shall reduce the amount due and payable to the employee. Any accumulated period of six weeks or less may be cashed out in full.

(f) Productivity Bonus

On the pay day following the end of the sick leave year as specified in Clause 24 (i)(c) each year, employees will be entitled to an amount of productivity based on 50% of the amount of unused sick leave for the current year they would have been entitled to under the sick leave entitlements, but excluding any amount which may be available under Sections (ii)(b) and (ii)(d).

Unused sick leave is deemed to be the amount of sick leave remaining after affecting Clauses 24 (ii)(b) and 24 (ii)(d) and sick leave paid as a result of illness or injury.

Accumulation of sick leave will not be affected by this Clause.

25 COMPASSIONATE LEAVE (applies to employees appointed prior to 1/1/91)

(a) Paid Compassionate Leave of up to 3 days per annum will be provided for the following circumstances:-

1. In the event of the death of an immediate family member ie. wife, husband, child, mother, father, mother-in-law, father-in-law, brother, sister, or de-facto spouse.
2. To attend the funeral of the above relatives plus grandmother, grandfather, sister-in-law, brother-in-law.

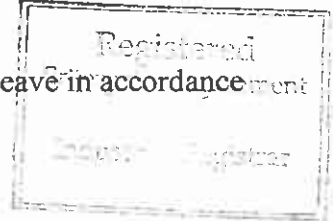
In the case of the death or funeral of a relative appropriate documentation (eg a newspaper clipping) must be provided to substantiate the leave application

(b) In addition to the above, employees may - with the approval of their supervisor - take short periods of time off to allow them to carry out matters of a personal nature. This may include such matters as appointments, caring for children, to attend funerals of

close family friends etc. Unless it is mutually convenient, it will not be granted to allow an extended break or for other recreational purposes. In such cases an application for annual leave of less than one day, or time in lieu (already worked) will be made and Council will provide a system of allowing time to be made up to allow reinstatement of the leave.

It is agreed that employees may accumulate up to three days time in lieu to use for this purpose or may "debit" up to three days (time which will then be made up). Accrued time in lieu (or debit time) remaining on the employee's exit will adjust the employee's entitlements which are paid out.

- (c) Parental Leave. Council will provide parental leave in accordance with its current policy.



26 PERSONAL LEAVE (applies to employees appointed prior to 1/1/91)

The value of 3.5 days of personal leave will be paid as a lump sum each year on the first pay period on or after the 1 st February. No leave will apply.

27. SICK/CARERS LEAVE

Permanent Employees appointed after the 1st January 1991 the following conditions will apply:

- (i) Sick/Carers Leave
Permanent staff who commenced with Council after 1st January, 1991 - the following conditions apply:-

All permanent centre staff are entitled to 15 days personal sick/carers leave per service year.

For the purpose of this Clause, Service Year shall be 1st October to 30th September.

"Carers Leave" is for the purpose of caring for a sick member of your immediate family.

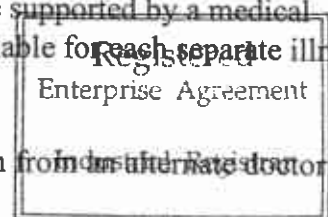
"Family" is defined in the Award and includes your spouse, mother, father, defacto partner, children, step children.

1. Untaken sick/carers leave is cumulative from year to year.
2. A medical certificate is required to support any sick leave absence greater than 2 days.
3. A medical certificate is not required for a total of 4 days out of the 15 days sick leave per leave year. Any period greater than 2 hours

counts towards the 4 days without a medical certificate requirement. Once these 4 days have been taken all other absences in the sick leave year must be covered by a medical certificate.

A medical certificate is required for all carers leave applications.

4. When sick leave without a medical certificate is greater than 4 days in a particular leave year, each subsequent absence without a medical certificate or period greater than 2 days without a medical certificate, will be deducted from personal leave automatically.
5. "Proof of illness" means a medical certificate from a registered medical practitioner (doctor), chiropractor, physiotherapist and dentist. Proof of illness will be supplied for all carers leave absences.
6. A safety net of 26 weeks is available to all Leisure Centres staff after all (except that frozen since 15.2.1993) sick leave entitlements have been exhausted. The safety net will only apply where the absence is greater than 2 continuous weeks or is the continuation of a major illness or accident and must be supported by a medical certificate. The safety net will be available for each separate illness or injury.



When it is deemed necessary a second opinion may be requested by Council.

Staff will participate in a rehabilitation program to help them to return to work.

A management group comprising two staff and two management representatives from the Centres will oversee the implementation of the sick leave arrangements.

The safety net does not apply to carers leave,

28 PERSONAL LEAVE (applies to employees appointed after 1/1/91)

Council will grant all employees covered by this clause of the Enterprise Agreement 3.5 days personal leave each year. The remaining 3.5 days of personal leave will be paid as a lump sum each year on the first pay period on or after the 1st February.

Personal leave can be taken in minimum periods of one day. Any or all untaken personal leave can be taken at any time.

Personal leave will accrue on a pro rata basis and can be taken when it falls due.

Employees may accumulate a maximum of 14 days.

Any accrual of personal leave over this amount will automatically be paid out after each 12 months from the commencement of the Enterprise Agreement.

Two weeks notice will be given of an employees intention to take personal leave unless it is mutually agreeable with the employees Supervisor that less than this notice is required.

29 TIME IN LIEU

It is agreed that employees may accumulate up to three days time in lieu or may "debit" up to three days (time which will then be made up). Accrued time in lieu (or debit time) remaining on the employee's exit will adjust the employee's entitlements which are paid out.

The time in lieu system is set up on the payroll system wherein hours accrued as time in lieu will be recorded on the payroll system and when an employee takes a time in lieu day, they will prepare an appropriate application for leave form which will be forwarded to the pay office in the same way that all other forms of leave are debited.

Time in lieu will be accrued whenever it is necessary for an employee to work additional time for a specific purpose. For example, an employee is required to work overtime and does not wish to take this overtime but accrues time in lieu of overtime, then this will be recorded as time in lieu. Further, if an employee is requested to work on a particular project which requires additional time to be worked, then this time will also be able to be accrued as time in lieu.

If overtime is worked, time in lieu is accrued on an hour for hour basis (ie. for each hour worked, the employee accrues one hour of time in lieu).

Previous entitlements accrued up to 3 days will be recognised however any greater amount than this will not.

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30. STAFF APPRAISAL

A staff appraisal system will be implemented with the full co-operation of employees, management and the M.E.U commencing immediately.

31. PERFORMANCE BASED PAY (Bonus)

Individual Performance Based Pay in accordance with Council's policy will apply to permanent employees of the Leisure Centres.

32. ABSENTEEISM

If an employee will be absent, where practical they must ring and speak to the Section Supervisor or Duty Manager personally. Notification of absenteeism must be made 2 hours prior to starting for am shifts and 4 hours prior to starting for pm shifts.

33. CASUAL EMPLOYEES

It is agreed that all casual employees will be paid for hours worked (Monday to Sunday - including public holidays) at the rate as specified in schedule 1 as varied by Council from time to time (this rate includes a 20% loading in lieu of all leave entitlements provided by the Award, Enterprise Agreement and Annual Holidays Act 1944.). The rates of pay will be held at the value outlined in schedule 1 or increased in line with market values.

Casual employees will not be paid penalty rates or overtime under any circumstances.

Casual employees can work up to a maximum of 152 hours within a 4 week period in a rotating roster cycle.

34. JOB SHARE/PART-TIME WORK

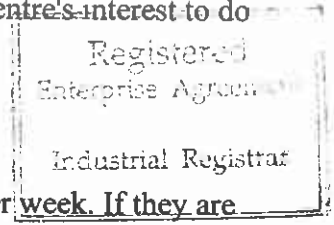
It is agreed that Part-time/Job Share positions will be established where the Leisure Centre Manager believes it is feasible and is in the Centre's interest to do so.

Other conditions which will apply include:

- a) Employees will be employed for a set number of hours per week. If they are required to work greater than the number of set hours in any one week they will be paid as follows:

For hours between the contracted hours and 39 hours per week the employee will be paid at the hourly rate of pay they are paid for the set (contracted) hours plus a 20% loading (or they may accrue time in lieu on an hour for hour basis). No accrual of any form of leave will be applicable as the 20% loading is intended to compensate for this.

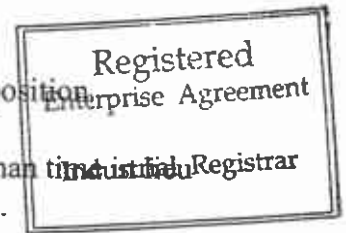
- b) When more than 39 hours in any one week is worked, overtime in accordance with the Local Government (State) Award 1997 will apply. Time in lieu on an hour for hour basis can be accrued as an alternative to overtime.
- c) Each employee working part-time would work the hours contracted each week with work on a Public Holiday being a normal day of work. Entitlements for the public holiday will be the same as for a permanent employee (for the hours normally worked for the day) - (See Clause 16).



- d) Pro-rata time for Public Holidays will be granted to employees who work part-time on the basis of the number of hours worked. For example, an employee who works 3 days per week they will accrue 3/5 ths of the total number of public holidays in the year (including Saturday or Sunday, public holidays (if applicable) and Union Picnic Day). That is, if there are 10 public holidays on a Monday, Tuesday, Wednesday, Thursday or Friday then this employee will accumulate 6 public holidays. If a part time employee wishes to take the day off on a public holiday they must make an application for leave for the day.

If insufficient leave is available then the employee may "debit" up to 3 days of public holiday leave (or take some other form of leave). When the employee exits Council any debit amount will be deducted from their entitlements. Any "additional" accrual of "public holiday" entitlement may be taken at any time which is mutually agreeable between the employee and their supervisor.

- e) No penalty rates or shift allowances will apply, no matter what day of the week the Part-time or Job Share person is working.
- f) No study leave will be applicable to a Part-time or Job Share position.
- g) All other leave entitlements will be on a pro-rata basis, other than time accrued which can be accrued on the same basis as all other employees.



35. COMMITMENT

The M.E.U undertakes that for the life of this Agreement, there shall be no further salary increase sought, or granted, except for those granted under the terms of this agreement. If Award Increases or National Wage Increases occur during the life of this agreement which are greater than the total increases contained here, then the M.E.U reserves the right to request a variation to this agreement.

The parties to this agreement are committed to ensuring all processes and strategies undertaken and implemented in accordance with this agreement will be in accordance with the requirements of EEO and O.H.&S Acts.

Council agrees that should the Local Government (State) Award be amended to incorporate a fairer and more equitable policy with respect to redundancy, redeployment and salary maintenance, then the Unions reserve the right to request a variation to this agreement.

36. VACANCIES

The roles and remuneration levels of position(s) which become vacant will be reviewed in line with the Centres operations.

37. HIGHER GRADE PAY

It is agreed that employees required to relieve in a position for which a higher salary range exists, will be paid Higher Grade Pay providing they attempt to carry out one hundred percent of the duties of the higher grade position as specified in the job description. The level of salary paid for the higher duties will depend on

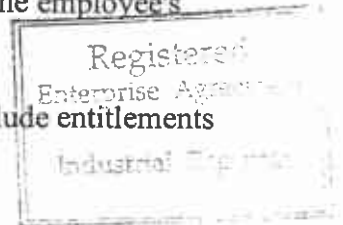
the performance of the employee in the position. Only one employee relieving another will receive higher grade pay unless exceptional circumstances exist.

No Higher Grade Pay will be made for an employee relieving another who is on RDO(s).

38. GRATUITY PAYMENT

Providing an employee who is eligible for a gratuity payment gives notice by the 1st March in any year, he or she may request payment of any gratuity payment for which he or she may be eligible. If the employee does so and is granted payment of the gratuity by Council then the employee foregoes any right to further accumulation of gratuity payments. The gratuity will be paid to the employee based on years of completed service in the pay period following the employee's service anniversary.

The gratuity will be paid only once by Council, and will only include entitlements up until the date of settlement.



39. OVERTIME

Employees required to work overtime will not be required to resume work on their normal shift within 10 hours of finishing the overtime as the hours of work are sufficiently flexible to allow this change to occur. If a change in the hours is not mutually agreeable then the employee may commence at their normal starting time but will be paid single time rates for the time worked on the day following the working of the overtime.

Time Off in Lieu of Overtime

It is agreed that time off in lieu of overtime can be granted in lieu of payment provided that both Council and the employee agree. Time in lieu accumulated in this way may be used for the purposes of Clause 25 (b) and Clause 30 (Time in Lieu). It is agreed that time in lieu accrued will be at the rate at which it is worked, ie. for each hour worked one hour of time in lieu will accrue.

40. DISCIPLINARY PROCEDURE

Where an employee's work performance or conduct is considered unsatisfactory by the Leisure Centre Manager, the Disciplinary procedure in the Local Government State Award or as amended by an organisation review process, will be followed.

41. DISCIPLINARY PROCEDURE FOR NOT ACTING IN A SAFE WAY OR WEARING SAFETY GEAR

A specific disciplinary procedure for not wearing or using safety equipment will apply. The disciplinary procedure will be as follows:-

- (a) If an employee fails to wear or use safety equipment as required by Council they will be given a verbal warning by their supervisor or Centre Manager. A written record will be kept of this warning in the Supervisors own notes on the employees personnel (S11) file.

- (b) If the employee again fails to wear or use appropriate safety equipment then they will be warned in writing by the Director.
- (c) If the employee again fails to wear or use appropriate safety equipment then they will be suspended with a loss of one day's pay.
- (d) If the employee again fails to wear or use safety equipment within six months of the second suspension, then termination of the employee will occur in accordance with the Award with no warnings being required.

If the matter is serious, the Safety Committee can override these steps and commence immediate action.

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Enterprise Agreement

42.

ACCIDENT PAY

- (i) Any employee injured at work having had two weeks continuous employment with the Council shall be paid a sum equal to the difference between the amount of compensation and their full pay to which they would be entitled for the period of absence from duty. This will occur if the absence from duty of such employee arises from circumstances which give right to payment of compensation under the Workers' Compensation Act, 1987, as amended, provided that the Council shall pay up to a period of six months in respect of the same injury and thereafter payment to be made at the discretion of Council.
- (ii) The full pay referred to in this sub-clause shall be the total rate of pay in accordance with this agreement.
- (iii) Workers' Compensation claims will be handled expeditiously by Council as a self insurer. Payment for a workers compensation claim will be made as soon as the claim is accepted by Council following appropriate medical advice. Annual Leave (for the first 10 days) can be claimed pending approval of a workers compensation claim. After 10 days, employees can claim sick leave if the claim has not been settled. If the claim is accepted, annual leave/sick pay will be recredited to the employee's accrual.

Industrial Registrar

43.

WORKING WHILST ON MATERNITY/PATERNITY LEAVE

It is agreed that an employee, who is on either maternity or paternity leave (or adoption leave) will be allowed to work casually despite being on maternity leave. The decision to allow the employee to return to work will be based on the needs of the supervisor with the endorsement of the Director of the division. The work pattern (ie., whether one day per week, a few hours per day or for a block period of one or two weeks) will be in accordance with the needs of the Division. If the employee on maternity, paternity or adoption leave is being replaced by a maternity relief replacement employee, this person will not be affected by the return of the employee working casually.

It is agreed that an employee can request payment for the time worked or the employee can accrue days in lieu which can then be taken once they return to work permanently. It is agreed that the days in lieu accrued on this basis can be up to 10 days in total and the leave will be used to care for family in the future. If an employee works more than 10 days then the additional days (over 10) will be paid at casual rates of pay. Should an employee resign after accruing these days in lieu, the accrued days will be paid on resignation (or may be paid out after four years).

44. VEHICLE ALLOWANCE

Where an employee is required by their supervisor to use their vehicle on Council business, they shall be entitled to an allowance per kilometre of 50 cents. Prior to using an employee's own vehicle every effort should be made to obtain the use of a Council vehicle.

No vehicle allowance will be payable for the carrying of tools or equipment (personal or other) in an employee's vehicle (unless otherwise agreed personally by the Centre Manager) as Council will supply secure storage facilities.

45. WET WEATHER CLOTHING

Sufficient wet weather clothing for all staff as mutually agreed and required from time to time by the parties to this Agreement will be provided.

46. GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE

(i) Objectives

The Council and the M.E.U agree to observe the following procedures based on the provision of information and explanation, consultation, co-operation and negotiation, in order to resolve industrial disputes with a minimum of disruption to the effective operation of the Council's business.

(ii) Undertakings

- (a) On the part of management an undertaking to meet quarterly with M.E.U representatives to discuss such matters as organisational and technological change, organisation direction and financial position and any other relevant matters pertaining to Council's operation.
- (b) On the part of the M.E.U, an undertaking to inform appropriate Council management of emerging issues which may lead to discontent or disputation.
- (c) On the part of the M.E.U, an undertaking to not engage in industrial action until such time as the procedures in the clause have been complied with.
- (d) If the matter is of a National or State nature then Council must be advised of the matter and the actions which the M.E.U intends to

take at least 7 days prior to any action occurring unless the members of the M.E.U are given less notice of it.

(iii) Dispute Settlement Process - Individual Grievances (or small group grievances)

- (a) Until the matter is determined, normal duty arrangements shall continue. No party shall be prejudiced as to the final settlement by the continuance of work as a result of this process.
- (b) Individuals who have a grievance shall follow the steps contained in this clause. The process provides for four separate stages, any one of which may be potentially relied on to resolve the dispute. In all other cases the matter shall be dealt with in accordance with sub-clause (iv).



Preamble

As a general principle, the parties agree that the preferred method of resolving individual disputes is for the issue to be discussed between the employee and their immediate supervisor.

An employee may elect to be accompanied by an M.E.U representative or other Council employee at any discussions held under these provisions.

Step 1 - An employee who considers themselves adversely affected within the scope of this agreement, or a decision of the Council or an action which they wish to dispute shall attempt to resolve the issues by means of discussion with their immediate supervisor.

Step 2 -

- (a) If the matter is not resolved in Step 1, then;
An employee who considers themselves adversely affected within the scope of this agreement, or a decision of the Council or an action which they wish to dispute shall inform the Centre Manager. The Centre Manager may request that the matter be put in writing either by the employee or the M.E.U. Generally it is expected that an employee will have utilised Step 1 before proceeding to Step 2.
- (b) The Centre Manager shall investigate the complaint and within seven days shall notify the employee and their Director that further discussions are required or shall notify the employee in writing of their decision and the reasons for such decisions.

Step 3

- (a) Where an employee is dissatisfied with the Centre Manager's decision they may within seven days of receiving the decision make a written submission to their Director. The employee may

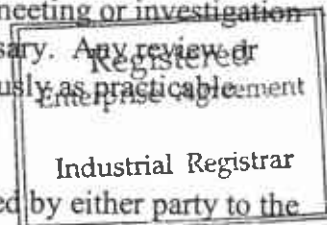
request the support of the M.E.U to assist them to make their written submission.

- (b) The Director shall advise the employee, in writing, of the decisions made within seven days of receipt of the submission.

Step 4

- (a) Where an employee is dissatisfied with the Director's decision they may within seven days of receiving the decision, make a written request to the GM to review the decision.

- (b) The GM shall advise the employee in writing of his decision within seven days after receiving the request for the review or within seven days after the completion of any meeting or investigation that he may have considered was necessary. Any review or investigation shall be made as expeditiously as practicable.



Step 5

If the matter is still unresolved it may be referred to the Industrial Relations Commission of NSW.

- (iv) Dispute Settlement Procedures - General Matters

Where the GM is aware of any issue which has, or has the potential of having, implications for a number of employees of Council the GM shall arrange to discuss the matter with the M.E.U.

47. **REDUNDANCY**

In the event that Council finds it necessary, following consultation with the M.E.U, to reduce its workforce through redundancy of employees, the conditions will apply as outlined in Attachment 1. Staff on Employment Contracts will be dealt with in line with the terms of their contract.

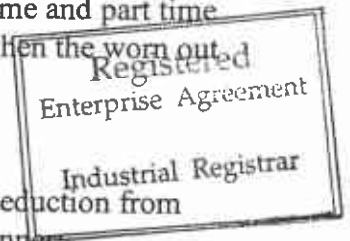
48. **LEAVE REQUIREMENTS**

- (i) Employees who absent themselves from duty either due to sickness or other circumstances, shall advise Council prior to commencement of such absence, and if not, as soon as practicable, having regard to any extenuating circumstances, giving the reason and, where possible, the expected duration of the said absence.
- (ii) An employee who is absent in excess of five consecutive working days without prior approval or without notifying Council in accordance with sub-clause (i) of this clause, or due to sickness, accident or other extenuating circumstances satisfactory to Council, subject to Council endeavouring to contact the employee by registered letter to their last address notified to Council, and failing a reply to such letter within two weeks, shall be deemed to have abandoned their employment.

- (iii) An employee who is repeatedly absent without prior approval or without notifying Council in accordance with subclause (i) of this clause, or due to sickness, accident or other extenuating circumstances not satisfactory to Council, and after the disciplinary procedure has been followed, shall be liable to have their employment terminated.

49. CLOTHING

All employees covered by this Agreement will be supplied with sufficient appropriate clothing which must be worn at all times whilst on duty. If an employee fails to wear the uniform provided whilst on duty they will not be allowed to work and will not be paid. Employees working outside will be required to wear long sleeve shirts, hats, sunglasses and protective sunscreen (15 plus) at all times. Clothing will be to the appropriate Australian Standard for UV rating. Appropriate footwear will be issued to permanent full time and part time staff on commencement of employment and will be replaced when the worn out pair is surrendered.



50. PAYMENT OF COUNCIL RATES BY DEDUCTION

Council will allow employees the opportunity to pay rates by deduction from their pay providing the payments are made in the following manner:-

- (i) The total initial quarterly payment is made by the due date as a lump sum.
- (ii) Other payments are made by payroll deduction so that they satisfy the quarterly payment due date.
- (iii) No receipts shall be issued other than the pay advice slip.

If for some reason the total quarterly payment is not able to be deducted following payroll deductions from the employees pay then the employee must make up any arrears payable immediately otherwise daily interest will accrue.

51. PERMANENT EMPLOYEES SEEKING CASUAL EMPLOYMENT WITH COUNCIL

A permanent employee can apply for a casual employee number provided it is approved by the Centre Manager. Employees will need prior approval from the Centre Manager to use the casual number on each occasion in the Leisure Centre.

Time worked will be paid at the appropriate negotiated casual rate in accordance with the Leisure Centre Enterprise Agreement (see schedule 1). No overtime or penalty rates will be paid.

52. GAINS SHARE ARRANGEMENTS

Negotiations will continue with the intent of introducing "gains sharing" between Council, the Leisure Centres and all of the Leisure Centres staff. This will include casual staff who will share in any entitlements based on the number of hours they have worked in the previous 12 months on a pro-rata basis. The current salary bonuses system will be considered with any gain share arrangements in future negotiations. Any Agreement reached will be incorporated into this Enterprise Agreement at the time. Any variations to this Enterprise

Agreement will be ratified by the Industrial Relations Commission under Section 43 of the Industrial Relations Act.

Registered
Enterprise Agreement
Industrial Registrar

53. SIGNATORIES

Signed for and on behalf of
Sutherland Shire Council



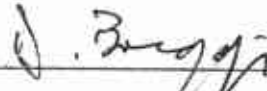
John Rayner
General Manager

Registered
Enterprise Agreement
Industrial Registrar

Date:

11.9.98

Witness



Position:

Personnel Officer

Date:

14/9/98.

Signed for and on behalf of

The Federated Municipal and
Shire Council Employees'
Union of Australia
New South Wales Division



acting



Date:

15 Sept 1998.

Witness:

Position:

UEGM OFFICER

Date:

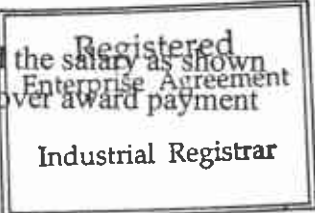
15/9/98.

SCHEDULE 1
SALARY PAYMENTS

MASTER COPY

For Employees Employed as at the MEU's acceptance of this agreement, the following will apply:

For the purpose of salary payment the following employees will be paid inclusive of Public Holiday, weekend penalty rates, all allowances and for all work performed Monday to Sunday.



CLASSIFICATION	SALARY RANGE
Level 4 Operations Manager Swim School Coordinator Aquatics Coordinator	3.5% added \$35,739.32 - \$39,710.36 (up to \$43,681.40 as a bonus) 3.25% added (January 1999) \$36,900.85 - \$41,000.95 (up to \$45,101.05 as a bonus) 3.25% added (January 2000) \$38,100.13 - \$42,333.48 (up to \$46,566.83 as a bonus)
Coordinators - Level 3 Gym Coordinator Catering/Retail Coordinator Elite Coach Duty Managers Schools Coordinator Administration Coordinator Customer Service/Marketing Officer	Current salary \$30,498-\$33,800 (up to \$37,180 as a bonus) 3.5 % added \$31,484.70 - \$34,983 (up to \$38,481.30 as a bonus) 3.25 % added (January 1999) \$32,507.95 - \$36,119.95 (up to \$39,731.94 as a bonus) 3.25 % added (January 2000) \$33,564.46 - \$37,293.85 (up to \$41,023.23 as a bonus)
Centre Permanent Staff Level 2 Gym Reception Supervisor Gym Exercise to Music Supervisor Duty Manager and Pool Attendant Swim School Supervisor Schools Learn to Swim Supervisor Pool Attendant Admin Officer Creche Supervisor	Current salary \$25,278 - \$28,000 (up to \$30,800 as a bonus) 3.5 % added \$26,082 - \$28,980 (up to \$31,878 as a bonus) 3.25 % added (January 1999) \$26,929.67 - \$29,921.85 (up to \$32,914.04 as a bonus) 3.25 % added (January 2000) \$27,804.88 - \$30,894.31 (up to \$33,983.74 as a bonus)
Centre Permanent Staff Level 1 Catering Officer Cook Reception Cleaner Swim Shop Supervisor	Current salary \$23,028 - \$25,500 (up to \$28,050 as a bonus) 3.5 % added \$23,753.25 - \$26,392.50 (up to \$29,031.75 as a bonus) 3.25 % added (January 1999) \$24,525.23 - \$27,250.26 (up to \$29,975.28 as a bonus) 3.25 % added (January 2000) \$25,322.30 - \$28,135.89 (up to \$30,949.48 as a bonus)

Table 1

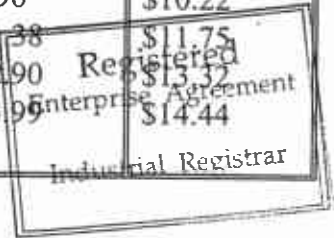
CASUAL RATES OF PAY EFFECTIVE TILL OCTOBER 2000

(Covered by Local Government State Award)

*Rates of pay include State Award increases

Position Descriptions	Grade	Pay Code	Hourly Rate (Nov '97 to Oct '98)	Hourly Rate (Nov '98 to Oct '99)	Hourly Rate (Nov '99 to Oct 2000)
Pool Attendant		CASPOOL G1	\$13.59	\$14.03	\$14.49
		CASPOOL G2	\$13.84	\$14.29	\$14.75
		CASPOOL G3	\$14.30	\$14.76	\$15.24
		CASPOOL G4	\$15.17	\$15.66	\$16.17
Gardener/ cleaner		CASPOOL G2	\$13.84	\$14.29	\$14.75
Booking Clerk/ Gym Reception Catering Officer Creche Attendant Cook	14-15 yrs	CASBOOK 1	\$8.60	\$8.88	\$9.17
	16 yrs	CASBOOK 2	\$9.59	\$9.90	\$10.22
	17 yrs	CASBOOK 3	\$11.02	\$11.38	\$11.75
	18 yrs	CASBOOK 4	\$12.49	\$12.90	\$13.32
	19+ yrs	CASBOOK 5	\$13.55	\$13.99	\$14.44

Table 2



The following casual positions will be market assessed annually in February to reflect the current market rate

Program Instructors-Aerobics	Trainee	CASPINTR	\$10.54
Program Instructors-Aquarobics	Grade 1	CASPING 1	\$20.63
Program Instructors-Power Walking	Grade 2	CASPING 2	\$22.55
Program Instructors-Exercise to music	Grade 3	CASPING 3	\$25.72
Program Instructors	Grade 4	CASPING 4	\$27.71
Program Instructors	Grade 5	CASPING 5	\$30.16
Program Instructors	Grade 6	CASPING 6	\$35.25
Fitness Programmer	Trainee	CASCIRTR	\$11.45
Gym Reception	Grade 1	CASCIR G1	\$14.51
Exercise Specialist	Grade 2	CASCIR G2	\$16.86
	Grade 3	CASCIR G3	\$19.04
Coach-Squad/Swim School	Grade 1	CASCOA G1	\$12.04
Coach-Swim School Instructor	Grade 2	CASCOA G2	\$13.54
Coach-Swim School Supervisor	Grade 3	CASCOA G3	\$14.43
	Grade 4	CASCOA G4	\$15.42
	Grade 5	CASCOA G5	\$16.90
	Grade 6	CASCOA G6	\$18.01

Table 3

**SWIM SCHOOL, GYM, POOL,
CAFETERIA, FRONT DESK RECEPTION STAFF**

Hours of work will be worked as agreed by management, and each individual or work team in accordance with the following work patterns. Hours shall total 152 hours over a 4 week cycle. Spread of hours includes half (½) hour unpaid meal break. Individual work day roster can be changed with the agreement of Leisure Centre Management.

Rosters may vary depending upon special events, bookings or market opportunities, but will be contained within the hours of duty as stated in Clause 14 Section (1).

SWIM SCHOOL STAFF

(For example)

	MON	TUES	WED	THURS	FRI	SAT	SUN
Coordinator	8.00 am 4.30 pm	8.30 am 6.00 pm	9.00 am 4.30 pm	1.30 am 7.00 pm	9.00 am 6.30 pm		
Supervisor A	8.30 am 6.30 pm	8.30 am 6.30 pm	8.30 am 6.30 pm	8.30 am 6.30 pm			
Supervisor B		1.30 am 7.30 pm	7.00 am 7.00 pm	8.30am 7.00 pm	8.30 am 7.30 pm		

Table 4



GYM STAFF

(For example)

	MON	TUES	WED	THURS	FRI	SAT	SUN
Gym Coordinator	7.00 am 5.00 pm	9.00 am 4.00 pm	11.00 am 6.00 pm	11.00 am 6.00 pm	9.00 am 3.00 pm		
Gym Reception	11.00 am 7.00 pm	8.30 am 4.30 pm	11.00 am 7.00 pm	9.00 am 5.30 pm	9.00 am 5.00 pm		

Table 5

(For Example)

	MON	TUES	WED	THURS	FRI	SAT	SUN
Aerobics Supervisor	8.00 am 1.00 pm	2.00 pm 8.00 pm	8.00 am 11.00 am	3.00 pm 8.00 pm	11.00 am 1.00 pm		

Table 6

(For example)

	MON	TUES	WED	THURS	FRI	SAT	SUN
Aquatic Coordinator	7.00am to 3.30 pm	8.00am to 4.30pm	8.00am to 4.30 pm	8.00am to 4.30pm	8.00am to 4.30pm		

Table 7



SQUAD STAFF

MASTER COPY (For Example)

	MON	TUES	WED	THURS	FRI	SAT
Squad coach	5.00-9.30am 3.00-7.00pm	5.00-7.00 am 12.00-6.30 pm	5.00-7.30 am 4.00-7.00pm	5.00-7.00 am 12.00-6.30pm	5.00-7.30 am 3.00-7.00 pm	7.30-9.00 am
Elite coach	5.00-8.00am 1.00-7.00pm	5.00-8.00 am 3.00-7.00 pm	3.00-7.00am	5.00-8.00am 1.00-7.00pm	5.00-8.00 am 3.00-8.00 pm	5.30-8.30am
Squad Reception	6.30 am to 7.00 pm	6.30 am to 7.00 pm	6.30 am to 7.00 pm	6.30 am to 7.00 pm	6.30 am to 7.00 pm	7.00 am to 11.00 am

Table 8

Registered Enterprise Agreement
Industrial Registrar

POOL STAFF

DUTY MANAGERS

(For Example)

Roster	Week 1							Week 2						
	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
1	E				L	L	L	E	E	E	L	L		
2		L	L	L	E	E				L	E	E	L	
3	L	E	E	E				L	L	L			E	L

- "L" Late Shift Start 1.15pm Finish 10.12pm Mon - Fri
- "E" Early Shift Start 4.30am Finish 1.27pm Mon - Fri
- "L" Late Shift Start 11.30am Finish 7.57pm Sat - Sun - P/Hol
- "E" Early Shift Start 5.00am Finish 1.27pm Sat
- "E" Early Shift Start 6.00am Finish 2.27pm Sun - P/Hol

Table 9

POOL ATTENDANTS

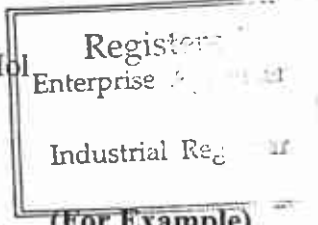
(For Example)

Roster	Week 1							Week 2						
	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
1			L	L	L	L	E	E	E	E	L			
2			L	L	L	L	L	E	E	E	E			
3	L	L	L	L				L	L			E	E	E

4	L	L	L	L	L						E	E	E	E
5	E	E				E	E	L	L	L	L	L		
6	E	E	E	E	E			L	L				L	L
7	L	L				L	L	L	L	L	L	L		

"L" Late Shift Start 1.15pm Finish 10.12pm Mon - Fri
 "E" Early Shift Start 4.30am Finish 1.27pm Mon - Fri
 "L" Late Shift Start 11.30am Finish 7.57pm Sat - Sun - P/Hol
 "E" Early Shift Start 5.00am Finish 1.27pm Sat
 "E" Early Shift Start 6.00 am Finish 2.27pm Sun - P/Hol

Table 10



CAFETERIA STAFF

(For Example)

POSITION	MON	TUES	WED	THURS	FRI	SAT	SUN
Coordinator	7.00am 3.06pm	7.00am 3.06pm	7.00am 3.06pm	7.00am 3.06pm	7.00am 3.06pm		
Supervisor 1	12.30pm 8.36pm	12.30pm 8.36pm	12.30pm 8.36pm	7.00am 3.06pm	7.00am 3.06pm		
Supervisor 2			7.00am 3.06pm	12.30pm 8.36pm	12.30pm 8.36pm	10.30am 6.30pm	10.30am 6.30pm
Part time 1	6.30am 10.36am	7.00am 11.06am	7.00am 11.06am		6.30am 10.36am	7.00am 11.06am	
Part time 2		3.30pm 8.36pm	3.30pm 8.36pm	3.30pm 8.36pm	7.00am 11.06am	7.00am 11.06am	
Cook		6.30 am 2.30 pm	6.30 am 2.30 pm	6.30 am 2.30 pm		6.30 am 2.30 pm	6.30 am 2.30 pm

Table 11

FRONT DESK RECEPTION STAFF

(For Example)

	MON	TUES	WED	THURS	FRI	SAT	SUN
Roster 1	8.00 pm 4.06 pm	1.24pm 9.30pm	5.30am 4.06pm	5.30 am 1.36 pm	5.30 am 1.36 pm		
Roster 2	1.24 pm 9.30 pm	8.00 am 4.06 pm	3.30 am 1.24 pm	8.00 am 4.06 pm	1.24 am 9.30 pm		
Roster 3 (perm p/time)	3.30 pm 9.00 pm	3.30 pm 9.00 pm	3.30 pm 9.00 pm				7.00 am 3.00 pm

Table 12

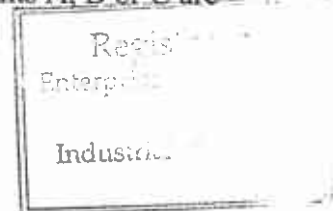
SUTHERLAND LEISURE CENTRE POOL STAFF

WEEK 1								WEEK 2						
	Mo n	Tue s	We d	Thurs	Fri	Sat	Sun	Mo n	Tue s	We d	Thurs	Fri	Sat	Sun
DM	E	E	E	E						L	L	L	L	E
DM			L	L	L	L	E	E	E	E				
Pool Att A	D/M L	D/M L	L	L						L	L	D/M E	D/M E	D/M L
Pool Att B			E	E	D/M E	D/M E	D/M E	D/M E	D/M E	L	L			
Pool Att C	L	L	L	L						E	E	E	E	L
Casual 1					L	L	E	E	E					
Casual 2	E	E			E	E	L	L	L			L	L	E

Pool Attendants "A" and "B" as temporary D/M (5 shifts/fortnight)

Casuals 1 and 2 to train as D/M to be able to fill in if Pool Attendants A, B or C are unavailable. (Early and Late Shift as defined in Table 9)

Table 13



ADMINISTRATION STAFF

Hours of work will be worked as agreed by management, the MEU and the Consultative Committee for each individual or work team in accordance with the following work pattern. Spread of hours includes half (½) hour unpaid meal break.

(For Example)

	MON	TUES	WED	THURS	FRI	SAT	SUN
Coordinator (24 hours)	8.00am 4.30pm		8.00am 4.30pm	8.00am 4.30pm			
Administration Officer (30 hours)	9.00 am 3.30 pm	9.00 am 3.30 pm	9.00 am 3.30 pm	9.00 am 3.30 pm	9.00 am 3.30 pm		
Customer Service /Marketing Officer	9.00 am 5.00 pm	9.00 am 5.00 pm	9.00 am 5.00 pm	9.00 am 5.00 pm	9.00 am 5.00 pm		

Table 14



SWIM SHOP

(For Example)

Position	Monday	Tuesday	Wednesda y	Thursday	Friday	Saturday	Sunday
Supervisor 1	8.30 am 2.36 pm	8.30 am 2.36 pm	8.30 am 2.36 pm	8.30 am 2.36 pm	8.30 am 2.36 pm		

Table 15

SCHOOLS

(For Example)

Position	Monday	Tuesday	Wednesda y	Thursday	Friday	Saturday	Sunday
Coordinator	9.00 am 5.06 pm	9.00 am 5.06 pm	9.00 am 5.06 pm	9.00 am 5.06 pm	9.00 am 5.06 pm		
Supervisor 1	1.00 pm 3.00 pm	1.00 pm 4.00 pm	1.00 pm 3.00 pm	9.00 am 4.00 pm	9.00 am 4.00 pm		

Table 16

CARINGBAH AND ENGADINE LEISURE CENTRE POOL STAFF (For Example)

	WEEK 1							WEEK 2						
	Mo n	Tue s	We d	Thurs	Fri	Sat	Sun	Mo n	Tue s	We d	Thurs	Fri	Sat	Sun
CM	M	M	M	M	M			M	M	M	M	M		
DM			L	L	L	E	E	E	E	E	E			
DM	E	E	E	E						L	L	L	E	E
Cas. DM	5.0 0 to	5.0 0 to			4.4 5 to	2.0 0 to	3.0 0 to	5.0 0 to				4.4 5 to	2.0 0 to	3.0 0 to

	9.0	9.0			9.0	7.3	7.3	9.0				9.0	7.3	7.3
	0	0			0	0	0	0				0	0	0

Table 17

CM = Centre Manager
DM = Duty Manager

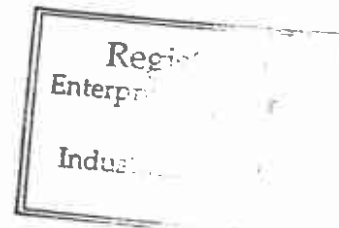
M = Middle shift
E = Early shift

L = Late shift

(For Example)

Position	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Creche Supervisor	7.45am 1.45pm	7.45am 2.45pm	7.45am 1.45pm	7.45am 2.45pm	7.45am 12.45pm		

Table 18

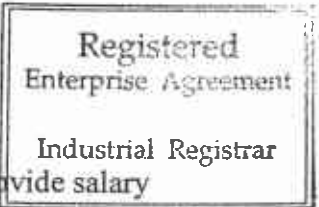


15 **RESTRUCTURED POSITIONS**

The parties recognise that the organisation will undergo continuous improvement and change in order that Council can meet its "Purpose", "Direction", "Role" and "Commitment" under the Management Plan and provide for the community a wide range of efficient and effective services at standards which can be regarded as best practice.

In pursuing this direction Council;

- desires to provide employment security for its staff
- will consult and involve staff in organisation change
- will provide time and training as part of any redeployment
- in the event of transfer to another position Council will provide salary maintenance.
- in the event that a position is abolished or altered Council will use its best endeavours to locate the occupant to another position of similar salary and status to that existing prior to the change.



Consultation

Where the Council or management has made a definite decision to introduce change and as a result positions are created, altered or abolished, consultation will take place with the employees affected and the appropriate Unions.

Change Impact Statement

Prior to implementation of any change and in conjunction with the preparation of job descriptions, management shall prepare a draft Change Impact Statement.

The Change Impact Statement shall state what measures have been undertaken by the Council to avert or mitigate the adverse changes on employees. The Council undertakes to use its best endeavours to organise change in a manner so that the minimum number of positions reasonably possible are abolished or downgraded in salary as a result of the changes.

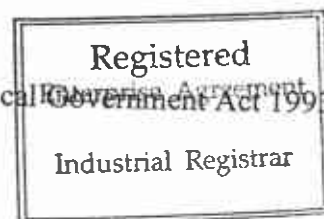
The Change Impact Statement will include, but not be limited to:

- the objectives and desired result of the change
- positions created, abolished and altered
- role, responsibilities, accountabilities and duties of the various positions
- an organisation chart relative to that part of the organisation showing reporting relationships
- salary range
- such other information which may assist customers and staff to understand the change proposed.

The Change Impact Statement shall be made available to all staff affected and relevant Unions and Management will consider comments on the statement after a consultation period of at least 14 days.

Appointments

The Council agrees that Section 348 and 349 of the Local Government Act 1993 shall not apply to lateral transfers and demotions.



Salary Maintenance

If as a result of change and in accordance with the Change Impact Statement the employee's salary in the new position (ie. the position to which the employee has been redeployed to) is less than the rate of pay applicable to the former position, the employee shall continue to be paid at the rate of pay of the former position. This rate of pay shall be maintained until such time as Enterprise Agreements increases (or other increases, as applicable) are applied to the new positions median salary rate, thus reducing the pay rate differential between both positions. After the difference has been negated subsequent Enterprise Agreements (or other increases, as applicable) increases will be applied to the old ("frozen") rate of pay.

Any staff affected by the operation of the previous Salary Maintenance clause of the 1995 Salaried Staff Enterprise Agreement shall have their salary reinstated to the level of the pre redeployment position.

Council undertakes that it will use its best endeavours to redeploy persons displaced as a result of change and it will provide time and training necessary to assist the employee to adapt to the employee's new role.

If after a period of up to 6 months it becomes apparent to both parties that the employee cannot adjust to the new duties or is unsuitable to the new role the General Manager shall notify the employee and Union that he/she is redundant and the provisions of Clause 36 (Redundancy) shall apply.

In the event that Council find it necessary, following consultation with the Union to reduce its workforce through retrenchment/redundancy of employees the following conditions will apply:

Registered
Enterprise Agreement
Industrial Registrar

1. Employees who commenced prior to 1st April 1977

- a) a severance payment of four (4) weeks pay will be made
PLUS
- b) a service related payment of three (3) weeks per completed year of service will be made
PLUS
- c) A gratuity payment will be paid in accordance with Council's Policy.

2. Employees who commenced after 1st April 1977

- a) a severance payment of four (4) weeks pay will be made
PLUS
- b) a service payment of four (4) weeks pay per year of service will be made with a cap of 52 weeks payment. For those employees who were employed prior to 1st December 1997 and who are disadvantaged by the cap of 52 weeks payment as they have a greater entitlement than 52 weeks based on years of service will be provided with a service related payment of 3 weeks per year unlimited.
- c) Employees with greater than 13 years of service as at 1st December 1997 will have the option of requesting 3 weeks per year of service in the future if their entitlement to service payment is greater than 52 weeks using this multiplier.
- d) Employees with less than 13 years service as at 1st December 1997 shall have an entitlement to a service payment of 4 weeks per year of service with a cap of 52 weeks.

3. All employees

- a) It is agreed that the Retrenchment Flow Chart process will be applied to all positions which are identified as being redundant.
- b) For each employee over 40 years of age at the date of being made redundant, a payment of \$400.00 per completed year of service will be made. Employees with six months or greater service will be eligible for pro-rata entitlements based on completed months of service. ie. if an employee has eight months service, he/she will be entitled to 8/12 of \$400.00.

- c) The year of service payment will be pro-rated on a monthly rest basis based on the employees commencement date.
- d) The calculation of service years will be made from the employees commencement date to the date on which the employee exits the organisation.
- e) An "outplacement service" to a value of \$3,000.00 will be provided to those employees who are made redundant.
This service can include:
 - i. Counselling
 - ii. Resume preparation
 - iii. Travelling expenses for interviews
 - iv. Interview expenses and fees
 - v. Training and re-training
- f) It is agreed that the 4 week notice period can be worked by the employee at the discretion of Council During the 4 week notice period time off to attend interviews will be provided.
- g) Payment of all annual leave entitlements (including pro-rata)
- h) Payment of pro-rata long service leave in accordance with Clause 29 of this Enterprise Agreement.
- i) Payment of untaken sick leave in accordance with this Enterprise Agreement.
- j) Superannuation - entitlements to be based on a "retrenchment" notification being forwarded to the Local Government Superannuation Board.
- k) Employees to be retrenched will be given as much notice as possible of impending redundancy, but will be given a minimum of four weeks notice.
- l) Payments shall only be made to an employee whose position is declared redundant by Council, and provided such employees terminate their services on the date nominated by Council.
- m) If Council agrees to any redundancies applications for Expressions of Interest can be made. However, agreement between the Union and Council will occur on who will be offered the redundancy package. This agreement will be based on factors as agreed in the flow Process Chart document.
- n) Once an employee indicates a willingness for "voluntary" redundancy and agreement is reached between representatives of the union and Council that they can be made redundant, then that employee must accept redundancy.



- o) The rate of pay to be applicable for redundancy/retrenchment payment is to be the salary the employee is receiving at date of exit plus the average bonus payment for the previous three years.

