

**REGISTER OF  
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**ENTERPRISE AGREEMENT NO: EA98/28**

**TITLE: Council of City of Sydney City Care - Environmental Health Services  
Local Workplace Agreement 1997**

**I.R.C. NO: 97/6359**

**DATE APPROVED/COMMENCEMENT: 28 November 1997**

**TERM: 12 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 15**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Employees working in the City Care - Environmental Health Services**

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

Registered  
Enterprise Agreement  
Industrial Registrar

**COUNCIL OF CITY OF SYDNEY**

**CITY CARE - ENVIRONMENTAL  
HEALTH SERVICES**

**Local Workplace Agreement.**

**1997**



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## 1. PARTIES BOUND

This Agreement shall be binding upon:

- The Council of City of Sydney; and
- The Federated Municipal and Shire Council Employees Union of Australia (MEU); and
- The Environmental Health and Building Surveyors Association of NSW (HABSA); and
- **all staff** of City Care - Environmental Health Services.



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

## 2. DATE AND PERIOD OF AGREEMENT

This Agreement shall commence from the **date of registration** in the NSW Industrial Relations Commission and shall remain in force for period of **1 year** from the date of registration.

## 3. AIM OF AGREEMENT

This agreement provides the scope for Council of City of Sydney, Environmental Health Services to:

- develop a committed, flexible, competitive and highly skilled workforce, that is focused on commercial viability and maximum productivity while providing customers with the highest quality standard
- introduce a gain sharing scheme that allows the staff that are employed in Environmental Health Services to share in any net reductions in operating expenditure achieved from the workplace reform.



#### **4. SPECIFIC OBJECTIVES OF AGREEMENT**

The objectives of this Agreement are:

- a) To implement new conditions of employment as endorsed.
- b) To implement new methods of operation and matters ancillary to the new methods of operation that will ensure the Environmental Health Services operates as cost effective and service oriented enterprise.
- c) Endeavour to ensure that the expenditure forecasts, as determined by the Environmental Health Services in-house budget, are not exceeded.
- d) To implement 'Industry Best Practice' as the minimum standard in place at any point time. Where 'Industry Best Practice' is simply the best way of doing things - it is a process of constantly changing and adapting to new procedures and work methods.
- e) To foster a co-operative relationship between management and staff. To empower staff with the processes and training to have decision making capacity about their own workplace and the share in any net reductions in operating expenditure.
- f) To engage the most experienced and qualified staff available and ensure that all staff regularly attend appropriate training programs.
- g) To achieve the highest possible level of productivity.
- h) To provide an efficient, secure and safe working environment which offers career development and appropriate rewards for staff.



**5. RELATIONSHIP WITH OTHER AWARDS/AGREEMENTS**

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

- Council of the City of Sydney  
(Salary Division - Salary and Conditions) Award 1990
- Council of the City of Sydney  
(Salary Division - Salary and Conditions) Interim 1994
- Sydney City Council  
Salary Band Award 1996
- Joint Development Agreement (JDA), and any Council of City of Sydney Enterprise Agreement that may be in place or may be introduced during the life of the Agreement.

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

c) In the event of any inconsistency between the Joint Development Agreement (JDA) and this Local Workplace Agreement (LWA), the JDA shall prevail to the extent of the inconsistency.

## 6. HOURS OF WORK

### a) Ordinary Hours

- i) Employees shall be required to work not more than 72.5 hours each calendar period of 14 days or 145 hours in each calendar period of 28 days with an average of 36.25 hours per week Monday to Friday inclusive providing that by mutual agreement between the parties then the following can apply:
  - maximum of 10 hours to be worked on any 1 day;
  - minimum of 7.25 hours to be worked on any 1 day; and
  - maximum of 12 hours to be worked on any 1 day when working shiftwork
- ii) Employees will have the option of working flexible hours in accordance with Award provisions and Clause 7 (b)(ii) of this agreement.

### b) Overtime

By mutual agreement, employees who work in excess of 72.5 hours per 14 calendar days or 145 hours per 28 calendar days shall have the option to be compensated for the additional time by either of the following methods:

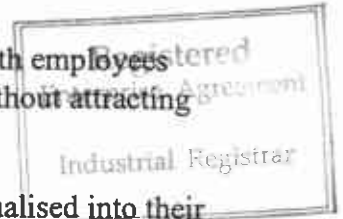
- i) **Option 1**  
at the appropriate time basis as per the Award penalty rates; or
- ii) **Option 2**  
the accumulated time in lieu shall be taken at the appropriate overtime penalty, that is if the overtime was eligible for payment at double time then double time will be taken as time in lieu, within the ensuing 6 month period.

### c) Shiftwork

- i) All rosters shall be developed in consultation with staff, so as to ensure the highest level of productivity is achieved and maintained.
- ii) For employees working rostered shifts the span for daily ordinary hours shall be 5:00am to 10:00pm in 5 days, Monday to Friday.
- iii) The duration of rostered shiftwork may be varied to meet customer or operational needs.
- iv) Employees shall be given 48 hours notice of any change in shift roster, except where Clause 7(b)(i) applies.

An employee not provided with the required notice is to be paid a penalty for the first shift on the changed roster calculated on the basis of 50% of the ordinary rate of pay applicable to such shift.

- v) Subject to the paragraph above, management by agreement with employees concerned may vary the notice period to less than 48 hours without attracting the additional penalty on each occasion.
- vi) Shiftworkers shall receive payment at ordinary time rates annualised into their salary for days in lieu for working public holidays (refer Clause 8(c)).



## 7. MEASURES TO IMPROVE PRODUCTIVITY

### a) Job Evaluation and Award Coverage

The following positions have been job evaluated in accordance with Council's Job Evaluation Policy and system and will be covered by the provisions of the Salaried Division Awards and Agreements:

- i) Team Leader - Environmental Health (Salary Band 6)
- ii) Senior Environmental Health Officer (Salary Band 5)
- iii) Environmental Health Officer (Salary Band 4)
- iv) City Care Officer - Environmental Health (Salary Band 3)

**Note:** At least 2 of the Senior Environmental Health Officer positions will be required to work according to shift rosters and conditions.

### b) Maximisation of Staff Availability

- i) If an employee on shiftwork is unable to attend work due to unplanned leave provisions:
  - other employees on shiftwork will ensure that the shift period is covered for the absence; or
  - another employee on shiftwork who is not rostered / or another employee on day work may be requested to attend work to provide services during the employee's leave.
- ii) In order to maximise the effectiveness of the City Care Environmental Health Services, the parties may agree to have rostered days off (RDO) accumulate to a maximum of five (5) per year which must be taken in off-peak periods. The accumulated days shall be taken on days agreed between local management and the employee. Other options for the treatment of accumulated RDO may be available to the parties by agreement.

### c) Sick Leave Reduction

- i) As an incentive to reducing absenteeism through sick leave the following incentive shall apply for the duration of this Agreement, but considered for review under subsequent agreements:



Registered  
Enterprise Agreement  
12 months after Registrar  
group covered  
group absence

- Employees of the City Care - Environmental Health Services group covered by this agreement will each receive a \$500 bonus, payable 12 months after the date of effect, subject to the achievement of a sick leave group absence rate of no more than 6 days per employee.

- ii) The measuring methodology will be based on the total number of sick leave days taken (ie. sick leave with pay & sick leave without pay only) for Environmental Health Services, divided by the average staffing level over the 12 month periods of this agreement.

d) **On Call Provisions**

- i) Four Environmental Health Officers will be required to work an on Call roster which is rotated between 2 Environmental Health Officers on a monthly / weekly basis.
- ii) Employees working as part of this roster will be paid an annualised allowance of \$3,640.00.
- iii) Response to call outs will be answered promptly and if an inspection is required it will be carried out within 45 minutes of receiving the call.
- iv) The period of time an employee is required to attend a call out will not be paid nor subject to the provisions of Clause 6(b).
- v) An employee who is on call for a public holiday will not receive a day in lieu or payment of the day unless the employee is required to make a site inspection. Payment for the public holiday will at ordinary time rates.
- vi) An employee who is required to make an inspection from a call out will be required to commence duty at normal starting times at ordinary rates of pay unless otherwise arranged in consultation with their supervisor.

8. **PAYMENT OF WAGES**

- a) Staff shall receive the wage increases specified in the current JDA, based on the relevant eligibility conditions therein for all Council staff.
- b) All staff will be paid fortnightly.
- c) The rates of pay for shiftworkers will include an annualised component for shiftwork penalties and additional leave benefits available to shiftworkers who work a rostered shift or are rostered off duty on a public holiday. The annualised loading for the above penalties / benefits shall be 14.4% of the base rate for the Senior Health Surveyor.

**Note:** If staff receiving this annualised rate are removed from shiftwork on a permanent basis, their rates of pay will revert to the standard rates of pay as determined by Council's Job Evaluation System.



- d) The rates of pay for all staff shall include:
  - i) an annualised component for annual leave loading (where applicable); and
  - ii) a 2% increase in salary rates where the annualisation, roll-up or job redesign involved in this agreement has not delivered a pay increase to an employee.
- e) Beyond the life of the current Joint Development Agreement, rates of pay for this Agreement, shall only be increased in direct relationship to dollar rate or percentage increases awarded by a further Enterprise Agreement and/or Award.

**9. GAIN SHARING**

- a) Each 12 month anniversary of this agreement, the Productivity Monitoring Committee will make an assessment of the net reductions in operating costs for the Environmental Health Services. Within 6 months of the commencement of this Agreement, the parties will determine and reach agreement on the accounting principles and all other factors that will clearly and unambiguously define the gain sharing arrangements.
- b) The assessment by the Productivity Monitoring Committee will be conducted within one month after the anniversary has been completed. Any net gain will be distributed in the following manner:
  - i) 20% to Environmental Health Services staff in the form of a lump sum bonus on a pro rata period of twelve months. The bonus shall only be paid after the productivity has been assessed by the Environmental Health Services Productivity Monitoring Committee as achieving all the productivity and efficiency targets for the period completed.
  - ii) 20% to Environmental Health Services as a contingency for unforeseen occurrences in the next year of operation. At the end of each year of operation, any accrued contingency amounts would be distributed to all staff of Environmental Health Services (at that time) in the form of a lump sum bonus.
  - iii) 10% to Environmental Health Services for investment in new and/or upgraded plant/equipment, training etc. for the next year of operation. At the end of each year of operation, any accrued contingency amounts would be distributed to all staff of Environmental Health Services (at that time) in the form of a lump sum bonus.
  - iv) 50% to Council representing its share of the gains/risked in running the business.
- c) The lump sum bonus will be paid to staff in the most tax effective manner possible. Staff may elect to have the lump sum bonus paid in a form other than cash, providing that this is cost neutral to Council and does not contravene any Law, Regulation or Act.

**10. PRODUCTIVITY MONITORING COMMITTEE**

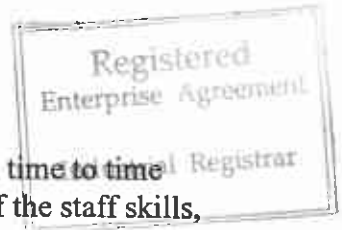
- a) A Productivity Monitoring Committee will be established to oversee and monitor the operation of this Local Workplace Agreement to suggest ways of improving the operation and efficiency of the Environmental Health Services.
- b) The Committee will develop appropriate Environmental Health Services productivity and efficiency indicators and targets within one month after the start of each year of the Agreement.
- c) The productivity and efficiency targets shall then be agreed to between the management and staff within one month after the start of each year of the Agreement.
- d) The Committee will monitor Environmental Health Services performance against the targets and make necessary recommendations for corrective action throughout each year of the Agreement.
- e) The Environmental Health Services productivity and efficiency indicators and other matters dealt with by this Committee shall include but not be limited to:
- sick leave patterns and incidences for the section
  - customer complaints
  - safe work practices
  - endeavour to achieve the expenditure and revenue budgets targets
  - opportunities to increase revenue and/or decrease expenditure
  - receiving and acting on results from the quarterly audit
  - multiskilling and training
  - workplace issues affecting all staff
  - management responsiveness
  - job rotation
- f) The committee shall comprise of 3 representatives of the Environmental Health Services Unit. The composition of the Committee will include one management representative, one MEU employee representative, one HABSA employee representative. The employee representatives will be democratically elected by their respective union members. The Committee shall meet at least monthly.
- g) The Committee shall meet within seven days of the written request of any Environmental Health Services employee or management to discuss matters affecting the workplace.
- h) The Committee may, by consensus, make recommendations for consideration by management and these recommendations must be genuinely and promptly considered. Feedback/response must be provided by management in a reasonable time frame.
- i) Where consensus cannot be reached in the Productivity Monitoring Committee, arrangements will be made where the alternative views can be put to management.



**11. CORE STAFF/OTHER RESOURCES**

- a) Management shall, in consultation with the Productivity Monitoring Committee and staff, establish appropriate staffing levels and resources requirements to undertake the functions of the Environmental Health Services.
  
- b) The parties agree that changes to the workload and nature of tasks to be conducted that occur beyond the control of management and staff of Environmental Health Services will require an immediate assessment by the parties of the level of permanent staff and operating budgets.
  
- c) External contractors/casuals will be used to supplement the permanent staffing levels of the Environmental Health Services:
  - to ensure maximum flexibility in the delivery of services, in cases where it is not cost effective or efficient to utilise permanent staff.
  - where specialist skills or equipment are required
  - to provide relief coverage during periods of absence such as sick leave etc. by permanent staff
  - to provide coverage for annual leave by permanent staff.

This sub-clause shall not be used to reduce the skills of the Environmental Health Services or individual staff covered by this agreement and as a consequence positions shall not be evaluated downwards during the term of the agreement.



**12. MULTI-SKILLING AND TRAINING**

- a) All staff must be prepared to carry out the full range of duties as is from time to time required by management provided that the duties are within the limits of the staff skills, competence and training.
- All staff shall use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.
  - Staff must be prepared to undertake specialist skills training as required. The training may be provided both on and off the job.
- b) The parties agree that staff will be taking a more active part in the decision making and management processes of the workplace and must receive appropriate training, funded by Council, to assist them to undertake this new role.

**13. CONTINUOUS IMPROVEMENT**

The parties to this Agreement shall continue to introduce measures that will assist in the effective implementation of Clause 3 ('Aim of this Agreement') and Clause 4 ('Specific Objectives of this Agreement'), of this Agreement.

The parties are committed to maintain Industry Best Standards. All issues arising out of this Clause shall first be discussed at the Productivity Monitoring Committee.

#### **14. JOB ROTATION**

- a) Staff will be, from time to time, rotated across a range of health related programs. This will ensure flexibility in the arrangement of work and the maintenance of a high quality standard of service delivery.
- b) Job rotation is also designed to assist staff develop new skills, maintain and/or improve existing skills and increase the staff capacity to perform wider range of responsibilities.
- c) The Manager Customer Services and the Area Coordinator will consult with staff on job rotation matters prior to implementing this clause.

#### **15. OCCUPATIONAL HEALTH AND SAFETY**

- a) The parties to this agreement endorse an ongoing commitment to the provision of a safe and healthy work environment, and will continue to work cooperatively through the OH&S Committee and other workplace consultative committees.
- b) Council will continue to address hazards in the workplace through the implementation of an occupational health and safety plan which will identify, assess and control workplace hazards through consultation with staff and management.
- c) Council will provide safe systems of work and all staff will comply with those safe systems of work and use the plant, equipment and protective clothing provided safely and in the manner for which it is intended. Staff will carry out their work in accordance with safe systems of work as stipulated by their supervisor and Council Occupational Health and safety policies and procedures.
- d) Council and all staff will comply with Occupational Health and Safety legislation, codes of practice, Australian Standards and Council policies and procedures to ensure a safe and healthy workplace.
- e) The Productivity Monitoring Committee will also devote appropriate time to the development of workplace practices that will reduce or eliminate safety hazards.

#### **16. ANNUAL LEAVE**

Annual leave shall be rostered so as to ensure that a sufficient number of skilled staff are always available. The period when annual leave may be taken shall be at the discretion of management, however management shall not unreasonably refuse a request for annual leave provided it is in accordance with Award provisions.



## **17. DISPUTES AND GRIEVANCE RESOLUTION**

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

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

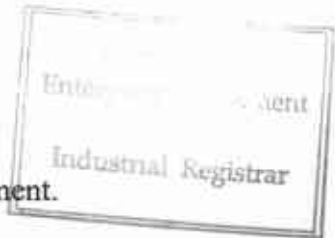
1. Should a grievance or claim arise which gives cause for concern for an employee they shall raise the matter Environmental Health Services management.
2. If not settled to the satisfaction of the employee within 48 hours the employee concerned shall draw the matter to the attention of the Director Service Delivery.
3. If not satisfactorily resolved within a further 48 hours the matter may be brought by either party to the attention of the General Manager.
4. If still unresolved to the satisfaction of either party the matter shall be referred to the Industrial Relations Commission for conciliation and if necessary arbitration.

Senior management, Council and officials of the MEU and HABSA reserve the right to if necessary intervene at an earlier stage, which may involve the assistance of Industrial Relations Commission conciliation.

## **18. NO EXTRA CLAIMS**

The Union and their members agree that no further claims will be made on Council for pay increases during the life of this Agreement, subject to the provisions contained in clause 8.

19. **SIGNATORIES TO THE AGREEMENT**



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

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

}  
}  
}  
}  
}

  
\_\_\_\_\_  
**Director  
Service Delivery**

  
\_\_\_\_\_  
**Witness**

**SIGNED on behalf of  
FEDERATED MUNICIPAL AND  
SHIRE COUNCIL EMPLOYEE  
UNION OF AUSTRALIA;  
NEW SOUTH WALES DIVISION**

}  
}  
}  
}  
}

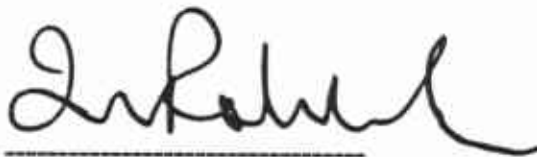
  
\_\_\_\_\_  
**General Secretary**

**in the presence of**

  
\_\_\_\_\_  
**Witness**

**SIGNED on behalf of  
ENVIRONMENTAL HEALTH AND  
BUILDING SURVEYORS'  
ASSOCIATION OF  
NEW SOUTH WALES**

}  
}  
}  
}  
}

  
\_\_\_\_\_  
**Secretary**

**in the presence of**

  
\_\_\_\_\_  
**Witness**