

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/59

TITLE: Campbelltown City Council, Campbelltown Leisure Services Agreement

I.R.C. NO: 99/17

DATE APPROVED/COMMENCEMENT: 10 February 1999

TERM: 24 Months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 9

**COVERAGE/DESCRIPTION OF
EMPLOYEES:** Applies to all employees of the Campbelltown Leisure Services

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



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Campbelltown City Council

Campbelltown Leisure **Services** Agreement

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Table of Contents

	Page
1. Title and Intention of the Parties	1
2. The Parties	1
3. Duress	1
4. Duration	1
5. Definitions	1
6. Relationship with the Award	2
7. Principles	2
8. Hours of Work	3
9. Leisure Services Margin	3
10. Salary System	4
11. Supervisor Change Over	4
12. Service Allowance	4
13. Public Holidays	4
14. Casual Employees	5
15. Training and Development	5
16. Uniforms	6
Statement of Particulars	9
Comparison of Conditions of Employment	10

Campbelltown City Council

Campbelltown Leisure Services Agreement

1. Title and Intention of the Parties

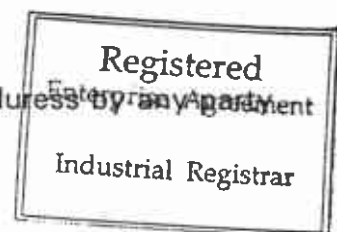
This Enterprise Agreement is made in accordance with the provisions of Sections 29 to 47 of the NSW Industrial Relations Act 1996, and shall be known as the Campbelltown City Council, Campbelltown Leisure Services Agreement and shall provide the flexibility of work arrangements necessary to meet the seven (7) days per week requirements which specifically apply to the Centres administered by Campbelltown City Council. This Agreement is fundamental to the process of Council providing quality leisure and recreation facilities to its customers on a sustainable basis.

2. The Parties

The Parties to this Agreement are Campbelltown City Council (herein after referred to as the Council) and the Federated Municipal and Shire Council Employees Union of Australia, New South Wales Branch (herein after referred to as the M.E.U.) representing all employees of the Campbelltown Leisure Services.

3. Duress

This Agreement has been entered into without duress by any party.



4. Duration

The Agreement shall come into operation from the date of approval by the parties and shall remain in force for a period of two (2) years.

5. Definitions

Award: Award shall mean the Local Government (State) Award which provides salaries and conditions for the employees of the Council.

Council: Shall mean Campbelltown City Council.

- Union:** Shall mean the Federated Municipal And Shire Council Employees of Australia (NSW Division).
- Ordinary Day:** Is any day Monday to Sunday and where a roster is worked between 5.00am and 12 midnight.
- Shift:** Shall mean work completed on any day between Monday and Sunday as specified in the rosters and varied from time to time, not exceeding 12 hours.

6. Relationship with the Award

This Agreement shall be read and interpreted wholly in conjunction with the Local Government (State) Award 1997 and any amendments to that Award. All conditions shall be compared to the Award. Where the Agreement mirrors the Award, the provisions of the Agreement shall apply. Where the Agreement is silent the Award shall apply. Where the Agreement and the Award cover the same conditions, the Agreement shall prevail to the extent of the inconsistency.

7. Principles

The parties to this Agreement are committed to identifying and implementing strategies to improve the effectiveness of operations and making the service more competitive. There will be a commitment to achieving the following objectives:

- Increasing the revenue generated by the facilities.
- Reducing the expenditure incurred in operating the facilities.
- Improving staff morale and job satisfaction through participation in a team approach to the business.
- Providing a quality service to the customers of the facilities which ensures their continuing use the facilities.
- Increasing the effectiveness in the operation of the facilities and reducing duplication in activities.
- Establishing an approach which involves continual review and improvement to techniques and systems in the facilities.



8. Hours of Work

8.1 Spread of Hours

The ordinary hours for all positions listed in paragraph 9 of the agreement shall be worked between Monday and Sunday inclusive and shall not exceed (12) hours in any one day exclusive of unpaid meal breaks within the normal three weekly roster cycles. The ordinary working hours will be worked between 5.00am and Midnight with a 30 minute of unpaid break for a meal within or immediately after the first 5 hours of continuous work. The meal break may be delayed in circumstances where management and the employees concerned agree. The break between finishing and commencement of ordinary hours will be a minimum of 8 hours.

8.2 The ordinary hours of work for all other employees shall be 38 hours per week worked between Monday and Friday inclusive and shall not exceed twelve hours, in any one day exclusive of unpaid meal breaks, arranged on one of the following bases:

- 38 hours within one week provided that at least two days off shall be granted; or
- 76 hours within two weeks provided that at least four days off shall be granted; or
- 114 hours within three weeks provided that at least six days off shall be granted; or
- 152 hours within four weeks provided that at least eight days off shall be granted.

8.3 Campbelltown Leisure Services staff are entitled to exchange rosters with reference to management as long as services levels are maintained.

9. Campbelltown Leisure Service Margin

The Campbelltown Leisure Service Margin rates apply to the positions of

- Leisure Centre Supervisor
- Swimming Coach
- Leisure Centre Attendants
- Gymnastics Coach



and is a recognition of the spread of hours and days these positions are required to work and current market conditions.

The Campbelltown Leisure Service Margin will vary by the movement of the Local Government State Award, with the increase applied to the combined rate.

The rate will be reviewed from time to time after consultation between the parties to ensure it remains current, to reflect its intent.

10. Salary System

Performance Skills payment as provided under Campbelltown City Council Salary System will be based on the range/steps provided by the salary system.

Council's salary system provides a further differentiation within each Band and Level established by the award in order to recognise the differing skills required by the various jobs. For this purpose the Council used the outcomes of the job evaluation process to cluster jobs of similar responsibilities. These clusters are called grades eg.

Grades The job evaluation process identified the level for each job. These levels were clustered so as to make 26 grades which include the executive band for the sake of comparison.

Salary Range There is a 26 grade range within which the employee could progress. The performance range will be 15%. The salary system will cover all employees with the exception of trainees, juniors and contracted employees.

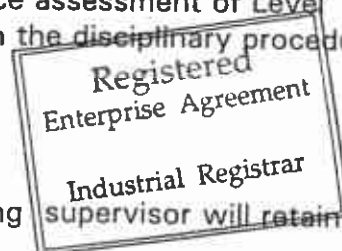
The Campbelltown Leisure Service Margin will be in addition to the payment under the Salary System and shall be subject to adjustment in accordance with increases in rates of pay provided by the Local Government (State) Award. The Campbelltown Leisure Services Margin shall not be affected by changes in rates of pay arising from performance and/or skills assessment.

Payment for Performance

In keeping with the principles of the award, Council will implement performance management in conjunction with the new salary system. Under this system, the performance and skills of each employee will be assessed every twelve months. The assessment will be completed between January and March. Staff will be paid for performance, based on their annual performance appraisal from 1 July and it will be paid as a weekly payment. The performance payment of Levels 2 and 3 will be an at risk component. Once an employee has achieved a performance assessment of Level 1, this rate of pay cannot be reduced except through the disciplinary procedure outlined in Clause 25 of the Award.

11. Supervisor Change Over

At the change over of supervisors the outgoing responsibility during the changeover period.



12. Service Allowance

The Campbelltown City Council Service Allowance will not apply to staff employed under the Agreement.

13. Public Holidays

Where an employee is required to work ordinary hours on a holiday as prescribed by the Award the employee will be paid a 50% loading on their normal rate of pay (ie Salary System Rate + Campbelltown Leisure Service Margin or Casual Rate) for hours worked. Casual staff will be subject to a minimum of one hour worked.

14. Casual Employees

Casual employees shall mean an employee of Council who is employed and paid on an hour by hour basis and is paid the loading consistent with the provisions of the Award.

15. Training and Development

15.1 Training and Development

The parties to this Agreement recognise that in order to increase the efficiency and productivity of the industry a greater commitment to training and skills development and maintenance is required.

Accordingly, the parties commit themselves to:

1. develop a more highly skilled and flexible workforce;
2. providing employees with career opportunities.

"Campbelltown Leisure Services" at the request of an employee may grant such employee, undertaking a course, leave with pay or leave without pay to attend course requirements provided that the employee gives reasonable notice of such requirements. Where the employee is not granted such leave "Campbelltown Leisure Services" will give preference in granting annual leave or other accrued leave to attend course requirements provided that the employee give reasonable notice of such requirements. "Campbelltown Leisure Services" may pay course fees at its discretion.

15.2 Career Path Development

This Agreement provides "Campbelltown Leisure Services" and employees the opportunity to develop career structures within and across the organisation. The emphasis of the career path is to

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provided and develop new skills through a structured training program to allow mobility through and across skills bands. The establishment of skill related career paths will provide an incentive for workers to continue to participate in skills formation.

To provide for genuine and equitable career path opportunities, employees covered by this Agreement shall be given reasonable opportunity to progress. Council's Study and Examination Leave Policy (Annexure A) supports this philosophy.

15.3 Multi Skilling

This Agreement aims to develop a workforce with a wide range of skills and abilities by providing employees with an opportunity to build long term career paths. It also aims to eliminate impediments to multi skilling and broadening the range of tasks which a worker may be required to perform. In this way, the Agreement ensures that work patterns and arrangements enhance flexibility and the efficiency of the organisation.

15.4 Qualifications

All new employees are required to obtain essential qualifications at their own cost and own time, and this includes a First Aid Certificate for all staff.

Subsequent essential re-accreditations cost will be met by Council for permanent staff at the full rate and for the casual staff Council meeting half the fee.

Training provided by Council will be accessible for all staff including paid training time for course that are determined as essential to the safe and effective operation of the position. Staff Study and Examination Leave policy is attached.

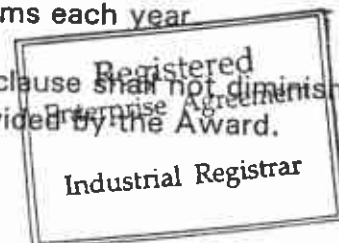
15.5 Higher Grade Pay

Employees shall be entitled to 'higher grade pay' in accordance with Council's procedure. An opportunity to act in a higher grade is an essential component of employees of the Centres gaining experience in positions placed at a higher grade, within the organisational structure, to facilitate their progression through the organisation.

16. Uniforms

16.1 Permanent staff of Campbelltown Leisure Services shall be entitled to a Council uniform and 3 replacement uniforms each year

16.2 The entitlement to clothing detailed in this clause shall not diminish an employee's right to protective clothing provided by the Award.



The Common Seal of the Council of
the City of Campbelltown was hereto
affixed by virtue of a resolution
passed by Council on the thirteenth
day of October 1998.

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[Signature]
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General Manager

[Signature]
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Mayor

SIGNED on behalf of
FEDERATED MUNICIPAL AND SHIRE
COUNCIL EMPLOYEES' UNION

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Witness

[Signature]
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Acting General Secretary

Seal

Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division
Pursuant to the
Industrial Relations
Act 1991 (NSW)

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