

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/145

TITLE: Sutherland Shire Council Employees Core Enterprise Agreement

I.R.C. NO: 2001/2291

DATE APPROVED/COMMENCEMENT: 20 April 2001

TERM: _____ 9 months

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA96/22,94/328 & 94/66

GAZETTAL REFERENCE: 18 May 2001

DATE TERMINATED:

NUMBER OF PAGES: 80

**COVERAGE/DESCRIPTION OF
EMPLOYEES:** Applies to all Salaried Staff, Wages Staff and Line Managers of Council

PARTIES: Sutherland Shire Council -&- Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division, The Environmental Health and Building Surveyors' Association of New South Wales, The Local Government Engineers' Association of New South Wales



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PART 1 REGISTRATION ARRANGEMENTS

1.1 SIGNATORIES

Signed for and on behalf of:
Sutherland Shire Council



John Rayner
General Manager

Date: 12 March, 2001.

Witness: J. Edwards

Position: Minister, Local Services

Date: 12 March, 2001.

The Federated Municipal and Shire
Council Employees Union of
Australia NSW Division



Date: 9 February 2001

Witness: [Signature]

Position: Secretary

Date: 9 February 2001

Environmental Health and Building
Surveyors' Association of NSW



Date: 2 March 2001

Witness: [Signature]

Position: Industrial Officer

Date: 2 March 2001

The Local Government
Engineers Association of NSW

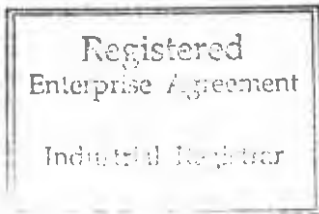


Date: 2 March 2001

Witness: [Signature]

Position: union official

Date: 2 March 2001



1.2 TITLE OF THE AGREEMENT

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

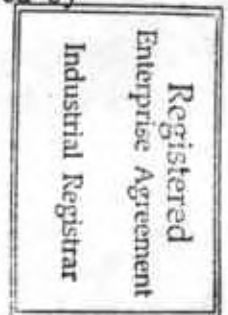
1.3 PARTIES BOUND BY THIS AGREEMENT

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 33 (1) of the Act.

This Agreement shall apply to and be binding upon the:

- (i) Sutherland Shire Council
- (ii) Federated Municipal & Shire Council Employees Union of Australia New South Wales Division (MEU) - on behalf of the employees engaged at Council whether they are MEU members or not.
- (iii) Environmental Health and Building Surveyors' Association of NSW (EHABSA) - on behalf of the employees engaged in classifications covered by this Association whether they be EHABSA members or not.
- (iv) Local Government Engineers Association of NSW (LGEA) - on behalf of the employees engaged in classifications covered by this Association whether they be LGEA members or not.
- (v) Engineering Line Managers engaged at Council.
- (vi) Registered Nurses at Council's Child Care Centres if any.
- (vii) Cooks and Salaried Cleaners.



1.4 SCOPE OF THIS AGREEMENT

- (a) This Agreement is to be read in conjunction with the Local Government (State) Award.
- (b) Where this Agreement is inconsistent with this Award then this Agreement shall prevail. Where this Agreement is silent the Award shall take effect.
- (c) This agreement replaces Industrial Agreements 8727 and 8051 and Enterprise Agreements EA22/96MN (Sutherland Shire Council Salaried Officers Enterprise Agreement, dated the 8/1/96), E7/96MN (Sutherland Shire Council Engineering Line Management, dated the 5/1/96) and EA66/94 (Sutherland Shire Council Wages Staff, dated the 25/2/94) filed with the Industrial Registrar.

- (d) Salaried Staff covered by Council agreements are also covered by this Agreement and the Local Government (State) Award where conditions in the Council Agreement are not specifically identified.
- (e) Staff employed under an individual contract of employment pursuant to Section 338 of the Local Government Act are not covered by this agreement unless the contract specifically provides for it.
- (f) Staff covered by the Leisure Centres Enterprise Agreement (Registered as EA 98/273 in Matter IRC 98/4841 and dated 18th September 1998.) are not covered by this Enterprise Agreement.

(g) Anti-Discrimination

- (i) It is the intention of the parties bound by this agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977;

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- (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

1.5 DURESS

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

1.6. COMMENCEMENT, DURATION and CONTINUATION

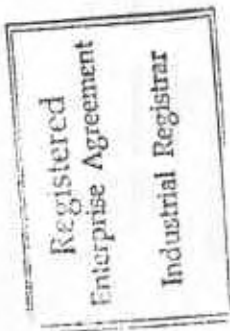
- (a) This Agreement shall operate from the date of ratification by the Commission to the 2nd January 2002. The rates of pay referred to in this Agreement shall operate from the 3rd July 2000 to the 2nd January 2002.
- (b) This Agreement may be varied with the mutual consent of the parties during the nominated period of the agreement and in accordance with section 43 of the Act.
- (c) Negotiations for a continuation of a new core agreement will commence six months prior to the end of this agreement.

1.7 COMMITMENT

The unions undertake 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 the Award increases or National Wage Increases which occur during the life of this agreement are greater than the total increases contained here, then clause 3.1 applies.

This agreement shall not operate to cause an employee to suffer a reduction in ordinary time earnings, or departure from the standards of the Industrial Relations Commission regarding hours of work, annual leave with pay and long service leave with pay.

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 Occupational Health & Safety Act, and the Local Government Act.

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

1.8 INTERPRETATION AND REVIEW

It is the intention that this Agreement is written in Plain English, clearly understood and readily implemented.

However if there is any disagreement on the interpretation and implementation of any of the clauses then the matter in dispute is to be referred to an Interpretation and Appeals Committee of Council.

The Committee membership will be:

- Manager Personnel
- Director Corporate Services
- Director Engineering
- Manager Corporate Development
- Three MEU Delegates
- One EHABSA Delegate
- One LGEA Delegate

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In the event that any of the above management representatives leaves Council's employment or is on extended leave a replacement nominated by the GM will be the substitute.

In the event that any of the above employee representatives leave Councils employ or are on leave, another delegate from the appropriate union will be the nominated alternative.

The quorum will be all members or their substitutes. Decisions will be made by consensus. If agreement cannot be reached the matter may be referred to the Industrial Commission.

1.9 DEFINITIONS

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

M.E.U -

The term "M.E.U" refers to the Federated Municipal & Shire Council Employees Union of Australia NSW Division.

EHABSA

The term "EHABSA" refers to the Environmental Health and Building Surveyors' Association of NSW.

ENGINEERS

"Engineers" refers to the Local Government Engineers Association of NSW.

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.

LUNCH BREAK (Wages Staff) -

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

MORNING TEA BREAK (Wages Staff) -

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

EMERGENCY CALLOUT -

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

DESIGNATED DEPOT (Wages Staff) -

Means a point where an employee is instructed to report to prior to commencing work.

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PART 2 STRATEGIC INTENT

The parties to this agreement recognise that Council must achieve real and sustained performance improvements if the Council is to continue to meet the needs of the community and to provide the facilities and services expected by the community.

This Enterprise Agreement has been negotiated to build on the positive effects of Council's reform program achieved to date, and to pursue continuous improvement to attain mutually beneficial outcomes for the Sutherland Shire Community, Staff and Council.

The agreement recognises the gains already made through workplace reform and organisational change and commits the parties to continue these processes in a cooperative and consultative way.

2.1 ENTERPRISE AGREEMENT STRATEGY AND FRAMEWORK

Council's staff and Service Units have undergone significant change and reform for many years. This agreement recognises the staffs' contribution to increased performance, and also recognises that ongoing performance improvement and continuous improvement is imperative for Council's ongoing effectiveness and success as an organisation.

Two key objectives in Council's reform process are for Service Units to continually review their operations and

- To maximise value for money in service provision through a rigorous process of performance measurement and service standard evaluation.
- To demonstrate services are being provided as competitively as possible.

The direction Council wishes to take is to develop an enterprise framework that focuses on performance, results and partnership as the basis for flexibility in working conditions, and remuneration – the focus of industrial negotiations and enterprise bargaining has tended to be on conditions and the inputs into the production process. The emphasis needs to move to strengthening the link between staff incentives and rewards to agreed outputs and performance of the organisation, and Units within the organisation.

2.2 THE NEW ENTERPRISE FRAMEWORK

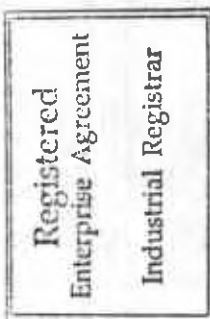
Council is moving to more strongly focus on linkages between remuneration, performance and achievement of agreed outcomes. A guiding principle of the Enterprise Agreement is the recognition of team based performance and achievement. Individuals may perform at different levels, but teams deliver results. As such the sharing in rewards and recognition needs to be based on Teams/Units rather than individuals.

2.3 INTERIM AGREEMENT FRAMEWORK

A three-step enterprise agreement process is agreed. The focus of the framework is to recognise achievement, to introduce corporate wide organisational performance criteria as a precursor to adjustments in remuneration, and to introduce localised (unit) based agreements focussing on performance as a further basis for remuneration adjustments.

Stage One – “One – off” Recognition Adjustment – It is agreed that a one off adjustment to remuneration will occur from 3rd July 2000, in recognition of changes that have occurred over the life of the former agreement, a number of agreed changes to working conditions and in recognition of agreement to proceed with a new enterprise agreement strategy.

Stage Two – Future Remuneration Adjustments – It is agreed that an enterprise agreement will be developed which enables future organisational remuneration adjustments to be based on achievement of corporate performance criteria.



Performance Criteria Development Process - During the period of this interim agreement negotiations between staff, Unions and Management will occur to develop a future Enterprise Agreement based on achievement of specified performance criteria, outputs, programs and corporate performance indicators.

Council and the Unions agree that all criterion should be measurable, achievable, and be meaningful relative to Council’s overall performance and achievement of key Council priorities.

It is further agreed that a team comprising Union and Management representatives will be established to determine, define and agree on performance criteria and a system of measurement to be applied and the

nature of annual audit to be conducted to satisfy remuneration adjustments, during the life of this interim agreement

Stage Three – Unit Based Remuneration Strategy – The third stage of this new process revolves around individual Units developing agreements with their staff that enable remuneration adjustments to be delivered on the basis of performance criteria or performance management systems.

These agreements could take the form of overall Unit achievement of key performance criteria; individual based performance appraisal systems or a combination of both.

It is agreed that this stage will involve a review of current performance bonus systems to enable a source of funds to be identified and allocated to units for stage three agreements.

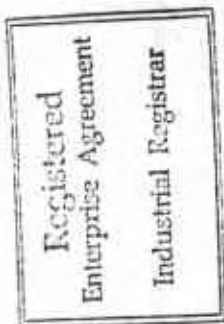
2.4 INDIVIDUAL RECOGNITION AND REWARD

This Enterprise Agreement Strategy does not exclude recognition and rewards for individual performance and achievement. Managers have the option of recommending up-grades to salaries and wages of staff recognised for their consistently high performance and contribution to achievement of agreed outcomes. A comprehensive appraisal of the performance, justification and proposed salary/wages up-grade will need to be approved by the Consultative Committee and the Council Executive.

2.5 MANAGEMENT/UNION/EMPLOYEE PARTNERSHIP

A key aspect of the successful implementation of the Enterprise Agreement is the ongoing partnership between management, employees and unions which embraces the concerns and interests of the community, Council and all employees.

The Consultative Committee is the most appropriate vehicle to oversee achievement of results agreed to in the Enterprise Agreement and to recommend appropriate action in the case of results not being achieved.



PART 3 SALARIES AND RELATED MATTERS

3.1 RATES OF PAY

The following rates of pay adjustments will apply to all rates of pay (including casual rate of pay) and allowances paid under the Core Enterprise Agreement.

- 3% increase with a minimum of \$15.00 per week from 3 July 2000 to 2 July 2001
- 2% increase from 3 July 2001 to 2 January 2002

It is agreed that the difference between the Award increase effective 24 October 2001 and 2% will apply to all rates from the first full pay period after 24 October 2001. It is further agreed that, should the Award increase be less than 2%, then no reduction to rates of pay shall occur.

(Wages Staff)

The pay rates specified in the Schedules will (unless otherwise identified) include all allowances and over Award payments with the rates.

Absorption of Award Increases

It is specifically agreed that as Council is providing salary increases to employees under this Core Agreement, that no increases awarded from changes in the Local Government (State) Award 2000 negotiations will apply for the duration of the Core Enterprise Agreement unless specified in this Agreement.

Performance Based Pay System

It is agreed that Council's performance based pay system established in 1989 and known as the "Evans Webb System" will continue under the terms of this Agreement for Salaried staff and Line Managers. It is accepted by the parties that a salary based on the evaluated worth (the 100% level) of each position exists.

The "evaluated worth" of a position is established by identifying various criteria required of each position such as the skills and knowledge required, the responsibilities and authorities, the performance measures, established through either a job description or comparison of similar positions.

3.2

ALLOWANCES, SHIFT AND PENALTY PAYMENTS

Allowances identified in this Enterprise Agreement and paid as such, and provided for under the Award will not be increased with this Enterprise Agreement, but will increase in line with the Award. Allowances that are covered in this Agreement will be adjusted in line with this Agreement. An increase in "vehicle allowance" will apply as specified below.

Allowances not specified in the body of this agreement will be paid in accordance with Schedule 1.

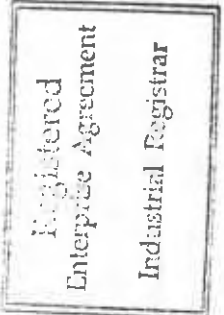
Vehicle Allowance

When an employee is required by their supervisor to use the vehicle on Council business they shall be entitled to an allowance in accordance with "Car Allowance" Local Government (State) Award" (two and a half (2.5) litres and over rate). This rate covers all costs attached to the use of a private vehicle.

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 in an employee's vehicle (unless otherwise agreed by the Unit Manager) as Council will supply secure storage facilities.

Wages Staff

Shift payment and weekend penalty payment shall be paid in accordance with schedule 2



No allowance unless specified in this agreement will be paid.

Apprentice Concession Pass

Apprentices not eligible for a concession pass will be reimbursed the cost of train and bus fares for travel to and from Technical College

3.3 TRAVEL ALLOWANCE

Wages Staff

Paying Travel Allowance

All Wages staff employees currently having an entitlement to a travel allowance will have the amount currently paid included in their gross pay on a weekly basis.

No employee who is provided with a Council vehicle will be eligible for payment of any travel allowance.

It is further agreed that all employees will get to and from any specified work site in the Shire in their own time and at their own cost and be ready to commence work at normal starting time.

Those employees on the Construction and Maintenance staff who are required to travel to work in the remote locations of Bundeena/Maianbar, Kurnell and Sandy Point, will be provided with transport to and from a central location. Employees will need to get themselves to the central location at a time sufficient for the transport to get them to the job in time to start at normal starting time. No travelling allowance, overtime or vehicle allowance will be paid when travelling from a central location in these circumstances. Employees will leave the work site at normal knock-off time (ie 3.37pm or 4pm) and will be transported back to the central point.

3.4 HIGHER GRADE PAY

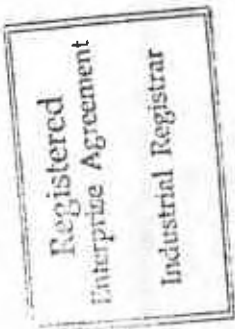
Wages Staff

An employee required to perform the normal duties of a higher grade than that in which they are regularly employed, shall in addition to their normal salary be paid the difference between their normal salary and that prescribed in this Agreement for the higher grade, provided that the employee is required to act in the higher grade for a period of at least 2 consecutive days. Periods of acting of less than 2 consecutive days shall not be taken into account.

It is accepted that skills based salary levels will be implemented by Council as expeditiously as possible so that there will be little need for higher grade pay to be made as employees on a similar grade of skill will be sufficiently multiskilled to enable them to carry out the position of other employees at a similar skill grade.

Salaried Staff

It is agreed that employees required and agreeable to relieve in a position for which a higher salary range exists, will not claim higher grade pay when



their period of relief is less than 5 consecutive complete working days. For this clause, public holidays shall be deemed to be a working day.

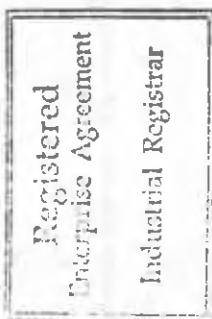
Where part time or job share employees are required to relieve the minimum period of relief will be on a pro rata basis.

The employee will receive a rate of pay between 95% and 100% of the rate of pay of the person being relieved. The percentage of the median shall be determined by the Director. However, should the employee relieve in a position for less than 5 days and is required to attend Council, Committee or other meetings and/or undertake activities outside band width working hours, the employee is entitled to claim overtime based on their own salary at the appropriate penalty rate for the hours worked. This overtime will be payable to those currently receiving overtime for such attendance.

3.5

WORKERS' COMPENSATION PAY

- (i) The full pay referred to in this sub-clause shall be the total rate of pay in accordance with this agreement.
- (ii) 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.
- (iii) Until a Workers' Compensation claim is accepted/not accepted, leave shall be deducted from the employee's annual, personal and sick leave in that order. If a disputed claim is later accepted reinstatement of all leave taken will be made. If a disputed claim is not accepted then the annual leave taken by the employee will be reinstated and replaced by sick leave at that time.
- (iv) Any person injured shall be paid a sum equal to the difference between the amount of workers compensation payable 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 employees arises from circumstances which give right to payment of compensation under the Workers' Compensation Act, 1987, as amended and the Workplace Injury Management and Workers Compensation Act 1998. Council shall pay up to a period of 6 months in respect of the same injury and thereafter payment to be made at the discretion of Council.
- (v) 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.
- (vi) If an employee has been required to use their annual leave entitlement for this purpose and has insufficient annual leave to allow them to take leave during the Christmas or Easter shutdown



period, then they will be given the first option to work during the shutdown periods.

3.6 DRIVERS/BOAT LICENCE

Payment for licences has been incorporated in the employees' rate of pay. Payment for a "permit" is also incorporated in the rate of pay unless specifically required by Council and authorised by the Director.

3.7 PAYMENT OF EMPLOYEES

It is agreed that a review of the payroll will take place to examine measures for streamlining the payroll process and this will occur with the full cooperation of all employees.

3.8 CALL OUT AND ON CALL PAYMENTS

Wages Staff

Call Out and On Call arrangements for wages staff will be in accordance with the Local Government (State) Award.

Salaried Staff

It is agreed that any employee required to be available to provide service at short notice will be provided with a mobile phone and if required to attend for duty, will be paid on the following basis:

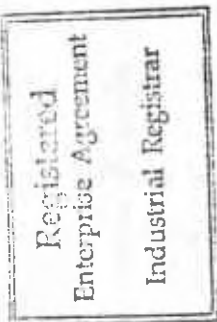
(a) Between 10pm and 6am Monday to Sunday (including public holidays), a minimum of 4 hour payment will apply, the first 2 hours at time and a half, the second 2 hours at double time, additional hours at double time. If part of the call out time is within the 10pm to 6am time span, the four-hour payment will include any period prior to 10pm. If the starting time of the callout is before 10pm and extends into the 10pm to 6am period, a minimum of 30 minutes in the 10pm to 6am period must be worked before payment of the minimum 4 hours is claimable.

b) outside of these hours, payment to be made at appropriate penalty rates for actual time worked only. Actual time includes travelling to and from the job.

Line Managers

For those employees covered by this Agreement where a specific schedule does not provide for call out arrangements for them it is agreed that when they are required to attend a call out they will be paid the on-call allowance in accordance with the Award for each call out. They will be paid overtime (provided it is outside normal working hours) at the rate specified in the Local Government (State) Award depending on the day of the week on which the overtime is worked.

If more than one call out occurs on any one day then the maximum payment per day will be in accordance with the Award. Other than the overtime rates no other penalty payments will apply. For example, if an employee is called



out a Sunday and works for 1½ hours the payment to be made is 3 hours at ordinary time ie. double time for the hour and a half.

A group of employees will be nominated to the callout roster and will be required to be available for callout on a regular basis in accordance with that roster. For the week that the employee is on call he will be paid the on-call allowance in accordance with the Award.

3.9 SUPERANNUATION

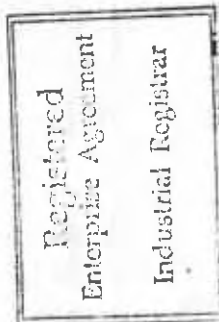
The parties agree that payment of the Compulsory Superannuation Guarantee Levy will be only paid to the Local Government Superannuation Scheme – Accumulation Fund.

This does not apply to an employee who is a member of the Local Government Executive Superannuation Scheme, the State Superannuation Fund or the Local Government Superannuation Scheme – Retirement Fund, who have existing provisions.

PART 4 EMPLOYMENT CONDITIONS AND HOURS OF WORK

4.1 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 shall be deemed to have abandoned their employment if they are absent in excess of 5 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. Council will endeavour to contact the employee by registered letter to their last address notified to Council, and failing a reply to such letter within 2 weeks the employee 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, may be liable to have their employment terminated.

4.2 DRUG AND ALCOHOL POLICY

All employees agree to abide by Council's Alcohol and other Drugs Policy which provides that no employee will present themselves for duty at commencement of work or after any break under the influence of alcohol or other drug. The procedure in the Alcohol and other Drugs Policy will be followed if this occurs.

4.3

EMPLOYEE ASSISTANCE PROGRAM

Council will provide an employee assistance program to provide confidential counselling and ongoing support to employees with personal problems

4.4

GRATUITY PAYMENTS

Providing an employee who is eligible for a gratuity payment gives notice by the 1st March in any year, the employee 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.

Any reimbursements of Superannuation entitlements made by the Superannuation Authority to Council because an employee has greater entitlements under the Superannuation legislation will be passed on to the employee. If an employee does not claim "early payment" of the gratuity then it will be paid on resignation, retirement or resignation through ill health.

4.5

WET WEATHER/SAFETY CLOTHING

It is agreed that sufficient wet weather, safety clothing and safety equipment (including safety boots) as recommended by the OH&S Committee and approved by Council will be provided to all employees to enable them to carry out their particular job. Wet weather, safety clothing and safety equipment (including safety boots) will be replaced when worn out, provided the item of clothing, safety equipment (including safety boots) or wet weather gear is returned to the store and at the discretion of the Store Manager, the clothing is "worn out".

4.6

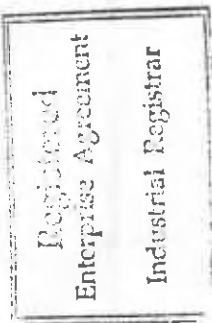
CORPORATE UNIFORM

Line Managers

It is agreed that Council will supply at no cost to the employee an appropriate uniform to be worn at all times when at work.

Salaried Staff

Council has identified specific positions within its organisation where the employee carrying out the duties will be required to wear corporate uniform. If required to wear a corporate uniform, the employee will be provided with the uniform at no cost. Council will allow any employee to wear the corporate uniform on the basis that the employee is reimbursed half their costs of the uniform in accordance with the Corporate Uniform Policy.



4.7 **STAFF APPRAISAL**

Wages staff-

A staff appraisal system will be implemented with the full cooperation of employees, management and the Union within the life of this Agreement.

Salaried Staff and Line Managers

An appraisal system currently exists for all Line Managers and Salaried Staff.

4.8 **ADDITIONAL TRAINING - OUTSIDE NORMAL WORKING HOURS**

It is agreed that Council will provide training for all employees who currently are not able to attend training programs during working hours. As there are employees who do not have the opportunity to undertake training, Council will run courses in the evenings after working hours or on Saturday mornings where those employees who wish to undertake the training would do so in their own time.

This would allow employees to gain skills which they are not currently able to do because the specific job stream that they are working does not allow them to leave their job for training during normal working hours (eg computer based training). The intent of this would be that Council would provide the training at no cost and the employee would provide the time. This would then allow employees to apply for positions with greater skills in the future.

This clause does not apply where Council requires the employee to undertake the training.

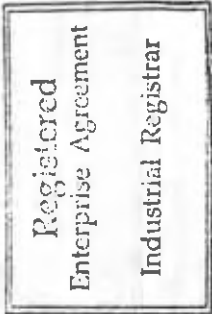
4.9 **REDUNDANCY**

Where a council has made a decision to introduce major changes that are likely to have significant effects on employees, the council shall notify the employees who may be affected by the proposed changes and the unions to which they belong.

“Significant effects” include termination of employment, major changes in the composition, operation or size of the council’s workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

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

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.

3. **All employees**

- a) It is agreed that the Retrenchment Flow Chart process will be applied to all positions that are identified as being redundant.
- b) For each employee over 45 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 employee's commencement date.
- d) The calculation of service years will be made from the employee's 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 in accordance with Council's Policy 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) Payments of all annual leave entitlements (including pro-rata)
 - h) Payment of pro-rata long service leave in accordance with this Agreement.
 - i) Payment of untaken sick leave in accordance with this Agreement.
 - j) Superannuation - entitlements to be based on a "retrenchment" notification being forwarded to the appropriate 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 Unions and Council will occur on who will be offered the redundancy package as per Council's agreed Redundancy Policy.
This agreement will be based on factors as agreed in the flow Process Chart document.
- Registered
Enterprise Agreement
Industrial Registrar
- n) Once an employee indicates willingness for "voluntary" redundancy and agreement is reached between representatives of the relevant 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.

4.10

REDEPLOYMENT - ORGANISATION CHANGE

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 that 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 that may assist customers and staff to understand the change proposed.

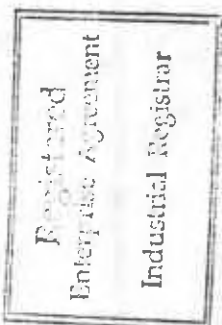
The Change Impact Statement shall be made available to all staff affected and relevant Unions and Management will consider comments on the statement after a consultation period of at least 14 days.

Appointments

Section 350 of the Local Government Act 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 Agreement 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 Agreement (or other increases, as applicable) increases will be applied to the old ("frozen") rate of pay.

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 the Redundancy Policy shall apply.

4.11 CASUAL EMPLOYMENT

All Staff

It is agreed that all casual employees will be paid for hours worked (Monday to Sunday - including public holidays) in accordance with the casual wage rate in schedule 7.11 for the appropriate band and level, plus a 20% loading which is intended to compensate for entitlements under the Annual Holidays Act 1944.

Council agrees that these employees will not replace a permanent employee on a full time basis. In the event that a permanent employee leaves Council's employ (through retirement, resignation or termination), Council will replace that employee as a permanent employee with such flexibility as suits the organisations needs.

Wages Staff

To allow Council to provide for unexpected absences in construction and maintenance and improve productivity, a pool of labourers not to exceed 10% of the permanent work force will be established who will be "on call" and will work as and when required at casual rates of pay. Casual employees will not be used to work on weekends unless insufficient permanent staff are not willing to work.

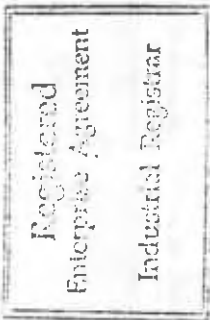
Casual employment in excess of the equivalent of 3 days in any one week shall be with the approval of the parties of this agreement.

4.12 REQUIREMENT FOR A TEN HOUR BREAK

It is agreed that when the provision of payment under the Award for a "no ten hour break" is used on more than one occasion each 3 months, the employee and the manager will develop a specific set of working conditions with sufficient flexibility of working hours to reduce the need for this payment to be made.

4.13 COVERAGE OF TELEPHONES/COUNTERS/OFFICE AND PUBLIC AREAS, STORES OPERATIONS

Breaks will be "staggered" so that all telephones, counters and public areas will have an employee present to answer any inquiry or take messages as



appropriate. In those areas where continuity of work can occur over morning tea or lunch breaks this will occur with breaks being staggered.

4.14

VARIABLE HOURS

Wages Staff

It is agreed that there are opportunities for Council to improve its productivity by rostering employees to suit the needs of the particular part of the operation. During the first twelve months of the Council Agreement each Manager, in consultation with staff, will actively review the operations and working hours of employees under their control to determine the best method of work and hours of work for their area. Following endorsement of variable hours arrangements by staff, unions and the Consultative Committee those arrangements will then be put in place. It is agreed that both parties will actively seek to implement any changes deemed necessary.

Council and the Unions agree that working hours and lunch break can be varied if necessary, providing it is mutually agreeable to both parties.

Salaried Staff

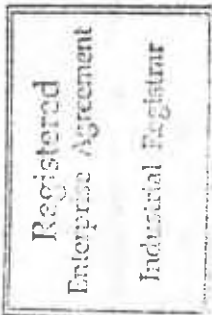
It is agreed that further opportunities exist for Council to improve its productivity and level of service to better meet the needs of the community. Each Service Unit or current operational Unit will review its operations and spread of ordinary hours to enhance effectiveness and customer service.

Where the review determines a change in spread of ordinary hours is necessary, a negotiating team consisting of the Unit employees, its Manager and the relevant Director will, by agreement, determine revised bandwidth hours generally within the limits of 7.00 am to 7.00 pm, Monday to Friday.

If the spread of hours is to be outside 7.00 am to 7.00 pm Monday to Friday then the Manager - Personnel and appropriate Union representatives will be involved to determine any appropriate rate of pay applicable for the additional spread. At any stage of the discussions either the employee(s) or the Council may seek assistance from the appropriate union or association.

Any revision of the spread of ordinary hours/bandwidth hours agreed to under this Clause must adopt the following provisions:

- (1) Continue to be subject to the principles and conditions of Council's Flexible Working Hours Policy unless altered by the negotiations within the Service Unit which may include rostered arrangements.
- (2) Be referred to the Consultative Committee to note prior to the matter being referred to the General Manager before implementation if the change in hours is to be within the 7.00 am to 7.00 pm Monday to Friday spread. For a change in hours outside the 7.00 am to 7.00 pm Monday to Friday spread, the matter is to be referred to the Consultative Committee to be dealt with in accordance with the Consultative Committee Constitution.



- (3) Require any hours worked between 7.00 am - 8.00 am and 6.00 pm - 7.00 pm to be approved by the Manager/Supervisor and agreed to by the employee. These hours are credited to the employee's flexible working hours accumulation unless affected by the overtime/time in lieu requirements contained in (4) below.

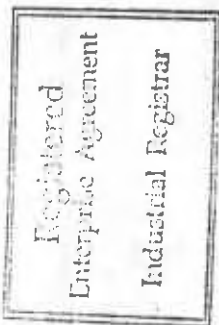
Employees would not be compelled to work outside the agreed "standard hours" of each work area. Standard hours are those required to meet the needs of the current principal customers and are generally agreed to be 8.30 am to 5.00 pm Monday to Friday, but may be adjusted as customers needs change with the agreement of the parties.

However, there is a commitment from employees to meet any reasonable request to cover any special customer needs that require attention outside the agreed "standard hours" provided reasonable notice is given.

The Manager/Supervisor will take into account any particular special needs of the employee when requested to work outside the agreed "standard hours".

- (4) Payment of overtime in accordance with the Local Government State Award or time in lieu will apply as agreed between the employee and manager, should the employee be directed by the Manager/Supervisor to work.

- * Outside the agreed bandwidth hours for each work area.
(Note: the bandwidth can be changed by negotiation as indicated previously)
- * In excess of 9 hours in a day.
- * Where being required to work by the Manager in the last week of a settlement period results in the hours worked in the four (4) week flexible work settlement period exceeding the 147 hours accumulation.



- (5) Nothing in this Clause prevents the current settlement period being reduced or increased from 4 weeks by negotiation within the Service Unit.
- (6) Where any disputes arise concerning the implementation of this Clause the issue shall be referred to the Agreement Interpretation Committee for resolution. If the dispute is not resolved within 2 weeks it shall be referred to the Industrial Commission.

If the spread of ordinary hours/bandwidth hours is not altered within a Service Unit or current operational unit the provisions of Council's existing Flexible Working hours Policy will apply.

This Clause is to be read in conjunction with the provisions of the Hours of Work Clause in the Local Government State Award.

Where any conflict arises between the provisions of the Award and this Agreement, then this Agreement shall prevail.

Line Managers

It is agreed that further opportunities exist for Council to improve its productivity and level of service to better meet the needs of the community. Each Service Unit or current operational Unit will review its operations and spread of ordinary hours to enhance effectiveness and customer service.

Where the review determines a change in spread of ordinary hours is necessary, a negotiating team consisting of the Unit employees, its Manager and the relevant Director will, by agreement, determine revised working hours generally within the limits of 6.00am to 7.00pm, Monday to Friday.

If the hours to be worked are to be outside 6.00 am to 7.00 pm Monday to Friday then the Manager - Personnel and appropriate Union representatives will be involved to determine any appropriate rate of pay applicable for the additional spread. At any stage of the discussions either the employee(s) or the Council may seek assistance from the appropriate union or association.

Any revision of the spread of ordinary hours/bandwidth hours agreed to under this Clause must adopt the following provisions:

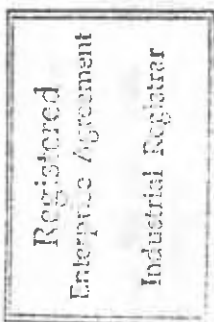
(1) Where an employee currently works a 19 day month flexitime system, they will continue to be subject to the principles and conditions of council's flexible working hours policy unless altered by the negotiations within the service unit which may include rostered arrangements. Where the employee works a 9 day fortnight or a 19 day month without flexibility (but with a rostered day off) then that system will continue to apply unless altered by the negotiations within the service unit which may include rostered arrangements.

(2) Be referred to the Consultative Committee to note prior to the matter being referred to the General Manager before implementation if the change in hours is to be within the 6.00 am to 7.00 pm Monday to Friday spread. For a change in hours outside the 6.00 am to 7.00 pm Monday to Friday spread, the matter is to be referred to the Consultative Committee to be dealt with in accordance with the Consultative Committee Constitution.

(3) There is a commitment from employees to meet any reasonable request to cover any special customer needs that require attention outside the agreed "standard hours" which they will be working.

The Manager/Supervisor will take into account any particular special needs of the employee when requested to work outside the agreed "standard hours".

(4) Payment of overtime in accordance with the Local Government State Award or time in lieu will apply as agreed between the employee and



manager, should the employee be directed by the Manager/Supervisor to work.

* Outside the agreed bandwidth hours for each work area.
(Note: the bandwidth can be changed by negotiation as indicated previously)

(5) Nothing in this Clause prevents the current settlement period being reduced or increased by negotiation within the Service Unit.

(6) Where any disputes arise concerning the implementation of this Clause the issue shall be referred to the Enterprise Agreement Interpretation Committee for resolution. If the dispute is not resolved within 2 weeks it shall be referred to the Industrial Commission.

If the spread of ordinary hours/bandwidth hours is not altered within a Service Unit or current operational unit the current working hours arrangements as they have been in place during the preceding Enterprise Agreement for Line Managers will apply.

This Clause is to be read in conjunction with the provisions of the Hours of Work Clause in the Local Government State Award.

Where any conflict arises between the provisions of the Award and this Council Agreement, then this Council Agreement shall prevail.

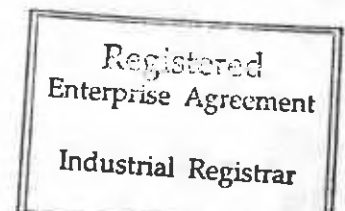
Procedure to be followed in the event that agreement cannot be reached on a change in hours

Salaried Staff and Line Managers

It is agreed that the following procedure will apply when the Manager or employees of a Service Unit (or current operational Unit) wish to vary the working hours arrangements of their Unit:

- (a) The Manager or employees will prepare a written document that will outline the working hours and conditions, arrangements, that either party wishes to apply.
- (b) The Manager will discuss the submission with the employees affected. The Director of the Division may be involved if required. The Manager will attempt to resolve any areas where the employees are not comfortable with the arrangement.
- (c) Once satisfied that they have done everything possible to resolve issues of concern the Manager will request the employees to vote on whether they wish to accept the change in variable hours and conditions.

This vote will be by secret ballot.



- (d) If a majority of employees accept the change then the details will be forwarded to the Consultative Committee in accordance with (2) above.
- (e) If the change is rejected then the Manager will be requested to prepare a document detailing the submission and the reasons it should be implemented. The submission will address the criteria or how the change will or will not change effectiveness and customer service.

All of the employees affected will be requested to separately or jointly prepare a submission on whether they support or reject the change.

Each submission will be forwarded to the Enterprise Agreement Interpretation Committee within 7 days. If an employee does not provide a submission the committee will request their reasons verbally. The committee reserves the right to speak to each individual in confidence to gain their views.

- (f) The Enterprise Agreement Interpretation Committee will review the submissions and discuss them with both the employees and the Manager and Director with the view to resolving the matter.
- (g) If no resolution of the matter is achieved then the matter will be referred to the Industrial Commission for conciliation or arbitration as required.

4.15 RECORDING SYSTEM FOR ABSENCES

Wages Staff

A Free Call answering machine to allow employees to ring a designated telephone number to advise of absences/lateness will be installed. Employees agree that where practical they will ring and indicate the expected period of absence prior to normal commencing time.

4.16 HOURS OF WORK

Salaried Staff

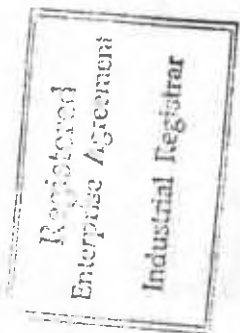
Salaried staff agree to work a 35 hour week flexitime system with 140 ordinary hours each 4 week period.

Any variation to the flexitime system shall be through the appropriate provisions of Part 5 of this Agreement.

Wages Staff

Employees agree to work 152 ordinary hours each 4 weeks as necessary for Council's operations.

Hours of work will be over a 9 day fortnight period and will be worked as agreed by management, the MEU and Consultative Committee for each individual or work team. Unless specific agreed arrangements are made in accordance with the above, the hours of work will be:



6.50am to 3.37pm

A 3.37pm knock off time acknowledges compensation of 10 minutes for loss of the 10 minute paid morning tea break. (The timesheet will be completed by the employee to indicate that finishing time was 3.37pm daily.) The timesheet will also specify the hours worked for the day that will include the morning tea break period.

Where staff agree to change their normal start and finish times, a 20% loading shall apply where the finish time is between 8:00pm and 12:00 midnight. Where the finish time is after 12:00 midnight, a 30% loading shall apply.

The loading is to apply to total hours worked on the shift. A maximum of four (4) hours must be worked outside of the normal start and finish times for this provision to apply. Overtime or Time in Lieu is to apply to all other hours worked. An employee shall have at least ten (10) consecutive hours off duty between time of finish and resumption of duty. An employee who has not had ten (10) consecutive hours from duty shall be paid in accordance with Clause 13 'Overtime of the Local Government Stated Award'. No shift allowance shall be paid when payment is made under this Clause.

Survey Assistants and Soil Technicians

For Survey Assistants and Soil Technicians the spread of hours will be 7.00am to 7.00pm with the manager specifying the hours to be worked each day whilst maintaining a 152 ordinary hour/4 week settlement period. All hours worked within the bandwidth will be paid at normal rates.

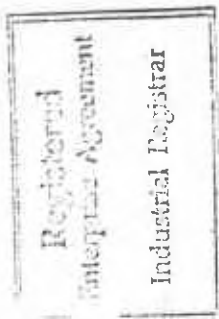
Building Services Staff

Building Services hours of work will be 7.03am to 4.00pm with a 10 minute paid morning tea break taken.

Fire Control Staff

Fire Control Staff will work flexible working hours during the week Monday to Friday. (Normal work hours will be worked within the band width 6.00am to 8.00pm with the manager specifying the hours to be worked each day). Flexible working hours shall mean that the work patterns are such as necessary to do the job effectively whilst maintaining a 152 **ordinary** hour/4 week settlement. All hours worked within the band width will be paid at normal rates. The maximum hours to be worked on any day will not exceed 10 hours. Overtime will only be paid in exceptional circumstances by prior approval, however additional hours in excess of 152 hours per 4 week period may be accrued as time in lieu up to a maximum of 5 days in total at any one time.

On those occasions when normal finishing time is not observed (ie a longer day is worked) the ten (10) minutes of time worked in lieu of tea break shall be accrued as time in lieu and taken at a future time agreeable to Council and the employee.



Camellia Garden Staff

Staff working in the Camellia Gardens agree in principle to working a different spread of hours including a seven day roster. This is subject to sufficient staff being available and pay rates being determined.

Parks Operations Staff

During the peak season for the workload in Park's Operations, additional work hours may be required, including the working of rostered days to be taken as time in lieu at some time outside the peak growing period.

Where additional hours of working rostered days are required with less than 24 hours notice, overtime will be paid.

Line Managers

It is agreed that Line Managers will work hours as agreed between their manager and themselves within the bandwidth of 6.00am to 7.00pm Monday to Friday. No additional payment will be made for hours worked within this bandwidth when rosters or other working hours arrangements are negotiated with the staff and their manager to accommodate Council's business needs. If any hours of work are required beyond the 6.00am to 7.00pm spread, then additional compensation can be negotiated with the commitment that employees will be prepared to negotiate.

Meal Break

Wages Staff

Employees will take a lunch break (30 minutes) to suit the needs of the job but no longer than 5 hours after commencement time. That is, breaks will generally be taken at an allocated time each day unless specific circumstances occur (such as a concrete pour) which require an early or delayed break. No penalties or overtime will be paid. No additional wash up time will be provided other than for Mechanical Services staff. Lunch breaks will be staggered in each workplace in accordance with the requirements of this Agreement.

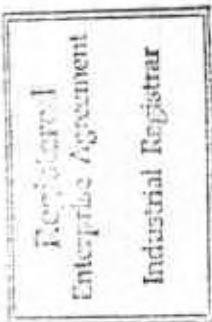
Building Services staff are required to have lunch on the job (that is, they are not to return to the depot) and no shed will be provide for up to one weeks work as most work locations have amenities (ie toilets, wash basins, change facilities) and shelter from adverse weather. If, however, no alternative toilet facilities are reasonably available then the Draft Code of Practice for Amenities for Construction Work (Work Cover Authority of NSW) will be used as a guide to what shall be provided.

Morning Tea Break

Wages Staff

One only meal break (ie lunch break) is to be taken. No morning tea break to be taken except Building Services Staff.

Building Services Staff are entitled to a 10 minute tea break to be taken *at* the job site as they have foregone 2% pay increase as at the 28th October 1996.



Line Managers

It is agreed the Line Managers will have no entitlement to a morning tea break where they stop work. It is agreed that a Line Manager can take refreshment whilst continuing to work, but with no formal fixed break.

Lunch/Morning Tea Break

Salaried Staff

Employees will take a lunch break to suit the needs of the job. That is, the break will generally be taken at an allocated time each day unless specific circumstances occur which require an early or delayed break. Morning tea breaks will be taken at the employee's work area or actual job site where work is being performed and work will continue.

A one hour break will be taken other than in those circumstances where a manager, with prior approval, has permitted a half hour break.

The lunch break can be varied to suit the operations of the department or within the division. The lunch break can be taken anywhere between 3 hours and 5 hours from commencement. The decision on the taking of the lunch break will be agreed between the employee and the manager.

4.17

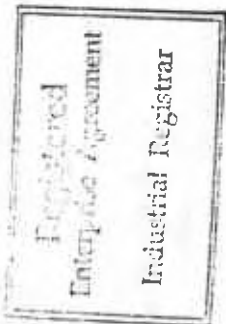
PART TIME/JOB SHARE

(Salaried Staff)

It is agreed that Part-time/job share positions will be established where the Manager of the Department believes it is feasible, is in Council's and the Community's interest to do so and the General Manager agrees.

Other conditions that will apply will include

- a) Employees may work over the number of hours contracted within the normal bandwidth for their position, in any one week. They will be paid at ordinary rates of pay plus a loading in accordance with the casual employees loading in the Local Government (State) Award 2000 and its successors, for these additional hours up to 35 hours (or the employee may request time in lieu accrual in lieu of this);
- b) Public Holidays are to be paid in accordance with the employees rostered work cycle ie: Public Holidays to be paid for the day you are ROSTERED to work as set out in the Local Government (State) Award .
- c) All leave entitlements will be on a pro-rata basis.



4.18

RESIGNATION OF EMPLOYMENT

All Staff

It is agreed that all employees who wish to resign or retire from Council's employment will provide Council with working notice as specified in this Agreement. If insufficient notice is provided Council shall be entitled to deduct pay equivalent to the required unworked notice from any exit entitlements payable.

Working notice is interpreted to be that the employee will work from the date of their notice until their final day of employment. No periods of leave will be taken during this period unless supported by a medical certificate except that public holidays count as a normal working day.

Salaried Staff and Line Managers

It is agreed that every employee who wishes to resign or retire from Council's employment will give 2 weeks working notice.

Wages Staff

It is agreed that every employee who wishes to resign or retire from Council's employment will give 1 week working notice. For the purpose of this Agreement an employee's rostered day off is considered to be part of their week's working notice.

4.19 TERMINATION OF EMPLOYMENT

The council shall give to an employee a period of notice of termination in accordance with the Local Government (State) Award 2000 and its successors.

4.20 SKILL BASED PAY

All Staff

Skill levels will be developed for all job streams. 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 where appropriate a vacancy being available.

Salaried Staff

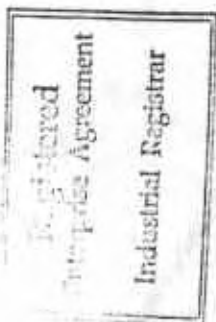
Employees agree to undertake appropriate skill competency tests, to be provided by internal and external bodies as agreed by the parties. Payment will be made for skills used, not necessarily for skills acquired.

4.21 TRUCK AND PLANT OPERATION

Wages Staff

Civil Works Truck Drivers and plant operators shall not leave the job any earlier than is necessary to arrive back at the depot at 3.37pm. Typically this would mean, except for remote locations such as Sandy Point, Bundeena and Kurnell no trucks and plant should leave the work site earlier than 3.20pm or later if in very close proximity to the depot. For the drivers in the Parks Section and the drivers in Civil Works who pick up and drop off maintenance crews at other than Ethell Road or Bath Road Depots a further 15 minutes per day will be paid. This will be at overtime rates to allow the drivers to drop the other staff back to their depot no earlier than 3.37pm and then for them to drive back to either depot.

Building Services drivers must not leave the job any earlier than 3.45pm to arrive back at the depot at 4.00pm. Except for remote locations such as



Sandy Point, Bundeena and Kurnell no trucks and plant should leave the work site earlier than 3.27pm or later if in very close proximity to the depot.

PART 5 CONSULTATION AND DISPUTE RESOLUTION

5.1 DISCIPLINARY PROCEDURE FOR NOT WEARING SAFETY EQUIPMENT

Adequate supplies of all safety gear will be maintained and issued by Council in accordance with the replacement policy. 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 Department Manager. A written record will be kept of this warning in the Supervisors own notes.

(b) If they again fail to wear or use safety equipment on a second occasion they will be given a second verbal warning by their Supervisor or Department Manager. Notification will then be made to the appropriate Safety Committee to allow the committee to arrange appropriate training of the employee if necessary.

(c) If the employee again fails to wear or use appropriate safety equipment then they will be warned in writing by the Director.

(d) 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.

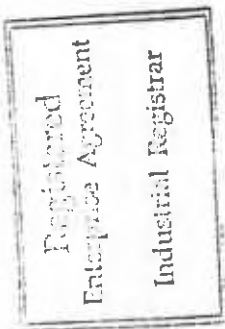
(e) If the employee again fails to wear or use appropriate safety equipment within 6 months of the 1 day suspension, they will be suspended for 3 days without pay.

(f) If the employee again fails to wear or use safety equipment within 6 months of the second suspension, then termination of the employee will occur in accordance with the Award.

5.2 DISCIPLINARY PROCEDURE

Where an employee's work performance or conduct is considered unsatisfactory by the employee's supervisor, Manager or Director the Disciplinary procedure in the Local Government State Award will be followed.

It is agreed that a comprehensive counselling and disciplinary procedure will be developed (using previous procedures as a guide) between the negotiating parties to this agreement within the life of this Agreement.



GRIEVANCE AND DISPUTE PROCEDURES**(i) Objectives**

The Council and the Unions agree to observe the following procedures based on the provision of information and explanation, consultation, cooperation 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 Union 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 Unions, an undertaking to inform appropriate Council Management of emerging issues which may lead to discontent or disputation.
- (c) On the part of the Unions, 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 particular Union intends to take at least 7 days prior to any action occurring unless the members of the Union 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 4 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.

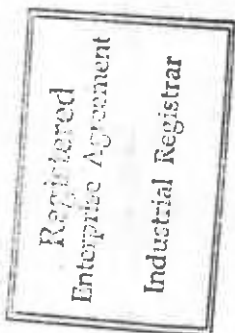
An employee may elect to be accompanied by a union representative or other council employee at any discussions held under these provisions.

Step 1

An employee who considers themselves adversely affected within the scope of this agreement, or a decision of the council, the General Manager, a Director or Manager, 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, the General Manager, Director or Manager, or an action which they wish to dispute shall inform their Department



Manager. The Manager may request that the matter be put in writing either by the employee or the union. Generally it is expected that an employee will have utilised Step 1 before proceeding to Step 2.

- (b) An employee's Manager shall investigate the complaint and within 7 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 Manager's decision they may within 7 days of receiving the decision make a written submission to their Director. The employee may request the support of the union to assist them to make their written submission.
- (b) The Director shall advise the employee, in writing, of their decisions made and the reasons for such decisions within seven days of receipt of the submission from the employee.

Step 4

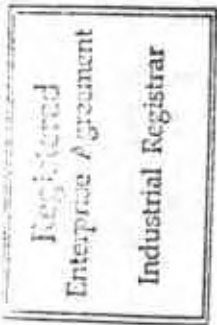
- (a) Where an employee is dissatisfied with the Director's decision they may within 7 days of receiving the decision, make a written request to the Consultative Committee and/or General Manager to review the decision.
- (b) The Consultative Committee or the General Manager shall advise the employee in writing of his decision within 7 days after receiving the request for the review or within 7 days after the completion of any meeting or investigation that the Consultative Committee or the General Manager 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 by either party to the Industrial Relations Commission of NSW.

(iv) Dispute settlement procedures - general matters

Where the GM is aware of any issue that 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 union(s).



5.4 LOCAL AREA WORKPLACE AGREEMENT (LAWA) NEGOTIATION PROCESS

It is agreed that further opportunities exist for Council to improve its productivity and level of service to better meet the needs of the community. Each Service Unit or Operational Unit will review its operations and spread of hours to enhance effective customer service.

Where the review determines a change in remuneration levels, provision of motor vehicles, spread of hours or shifts, change in work practices or procedures (including multiskilling), Personal Leave (entitlements and mechanisms for taking) or oncall and callout is necessary the following process will be followed:

The parties are committed to arranging Local Area Workplace Agreements where it is appropriate to do so. That is, where a Service Specification or Service Agreement has been developed which recognises customer needs, which are unable to be satisfied by current work arrangements.

The parties agree that the following negotiation process will be the mechanism whereby L.A.W.A. negotiations occur:-

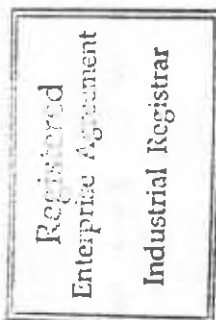
1. The Manager should develop a service level document or Change Impact Statement that will outline what is to be achieved, (or the requirements of the service specification or service agreement will provide the basis of what is to be achieved).
2. For this purpose Managers should liaise with their Director, the Personnel Manager and EEO Coordinator for advice and support, and staff should consult their relevant Union, Union delegates and EEO Coordinator.
3. A L.A.W.A team shall be established which shall have management and staff membership. The staff members will be established by nomination from the staff of the Service Unit by the staff.
For example, if the work group consists of, say, 10 staff, it is probably better to request a committee of 2 - 3 people to discuss the issues on behalf of the group and report back on the progress. The negotiating group can also be given responsibility to implement the solutions if that is appropriate. This approach gives ownership of the project to the employees and avoids the concept that it is being pushed by management at all costs.

Having established the L.A.W.A Negotiating Team, a committee consisting of L.A.W.A. Team, Manager, Director, Manager Personnel and Union shall identify the issues and changes needed to work practices and any other issues to be negotiated in the L.A.W.A.

4. The negotiations should proceed as quickly as the group is comfortable, but preferably with a definite time frame in mind.
5. Following discussions of the issues in the Agreement a secret ballot will be held to determine support for the Agreement.

If a majority of employees (at least 65% of all staff affected, vote) accept the agreement, a trial period will occur with duration as agreed between the parties.

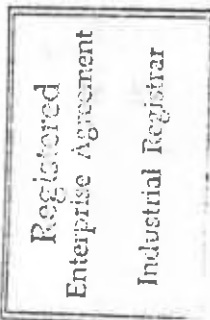
6. At the completion of the trial period the agreement is referred to the Consultative Committee and General Manager to endorse prior to the matter being referred to the Union and the Council for approval and endorsement.
7. If the change is rejected then the Manager will be requested to prepare a submission detailing the reasons why the L.A.W.A should be implemented. The submission will address how the change will or will not meet the service specification or service agreement.



All of the employees affected will be requested to separately or jointly prepare a submission on whether they support or reject the change.

Each submission will be forwarded to the Enterprise Agreement Interpretation Committee (comprising of management and union representatives) within 7 days (in accordance with the Enterprise Agreement). If an employee does not provide a written submission the committee will request their reasons verbally. The committee reserves the right to speak to each individual in confidence to gain their views.

8. The Enterprise Agreement Interpretation Committee will review the submissions and discuss them with both the employees and the Manager and Director with the view to resolving the matter.
9. If no resolution of the matter is achieved then the matter will be referred to the Industrial Commission for conciliation or arbitration as required. An alternative may be that a price will submitted based on the costing of all current conditions (ie: pre L.A.W.A discussions).
10. Creating a trial period before having the agreement officially approved but agreed to by the staff in a secret ballot is useful to iron out any problems that may arise. Setting a definite review date at the commencement of the trial avoids the project being absorbed into the daily routine without having it approved. A review point will also ensure the employees get the opportunity to provide their input after the trial period.
11. Where any negotiating disputes arise in the implementation of the Agreement they should be dealt with in the first instance by discussion between the team members.



If the dispute is not able to be resolved by the Negotiating Team it will be referred to the Enterprise Agreement Interpretation Committee for resolution (in accordance with the Enterprise Agreement).

If there is no resolution at this stage, then the dispute is referred to the Industrial Commission or the tender price submitted using current salaries and conditions.

Obviously, if changes are to occur in the L.A.W.A process concerning any of the issues highlighted, then additional payment or variations in conditions will apply. Before any commitment to a change in the rate of pay, or conditions is made, the proposed L.A.W.A should be forwarded to the Enterprise Agreement Interpretation Committee to endorse these.

Such L.A.W.A's shall be filed with the Commission for approval as an Enterprise Agreement in accordance with Part 2 of the Act.

5.5 COUNCIL AGREEMENTS FOR INDIVIDUAL POSITIONS

It was particularly agreed that both Local Area Workplace Agreements for workgroups and Council Agreements for individuals can be prepared by Council.

In addition, it is agreed that Council Agreements under the Local Government (State) Award can be negotiated with individual employees and their Unions in accordance with the Award provisions. It is agreed that a commencement date and a completion date will apply and that wording which describes the process that will apply at the conclusion of the Council Agreement will be incorporated

The following process will apply:

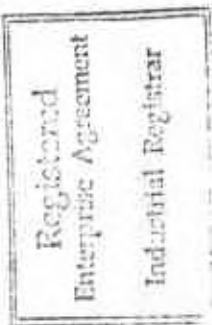
Process for reaching agreement between Sutherland Shire Council and relevant Unions.

Preamble

- It is agreed that from time to time it may be necessary to negotiate agreements other than the recognised parent agreements.
- Any proposal by Council to enter into an agreement must be genuine with no compulsion to agree.
- It is also understood that there will be no attempt to undermine wages and conditions as a result of any negotiations.

Process

- When a decision is made to seek agreement in any area of Council, Council will in the first instance contact the appropriate union and the person/persons the agreement will affect.
- No negotiations shall take place without the attendance of at least one delegate or a relevant union .
- Council will provide all the necessary resources requested during the process.
- It is agreed that after the above process agreements will be forwarded to the Union Head Office for perusal, comment and signature.
- Should concerns arise at any stage of the process the parties agree that assistance may be sought from the appropriate Union or Association and the procedure for resolution of disagreement in this Core Enterprise Agreement will apply
- Any Council Agreement will not provide a rate of pay less than the entry level (for the appropriate Band/Level) of the Award.



PART 6 LEAVE AND HOLIDAY ENTITLEMENTS

6.1 ANNUAL LEAVE

Annual leave of 20 days per annum will be granted in accordance with the Award.

Parks Operations staff will be restricted in the taking of Annual Leave during the months of November to March inclusive. If deemed necessary leave will be rostered.

6.2 ANNUAL LEAVE LOADING

Salaried Staff/Line Managers

It is agreed that an Annual Leave Loading of 17.5% will be available as 3.5 days Personal Leave, which is included and taken as outlined in the Personal Leave entitlements in clause 6.11.

If an employee wishes to take annual leave loading as a payment they may do so provided they give notice to the Pay Office Supervisor by the 1st February in any year.

Wages Staff

It is agreed that wages staff employees will be paid a loading of 17.5% on their base salary when periods of annual leave are taken. Annual leave loading based on the amount of annual leave accrued and untaken will be paid to an employee on leaving the Council for any reason other than termination of employment.

6.3 ANNUAL LEAVE GREATER THAN 8 WEEKS

The maximum entitlement for both normal and pro-rata annual leave will be 8 weeks. When an employee has accumulated greater than 8 weeks, then they will be required to take any period of annual leave which has accrued within 1 month of it falling due. This will include pro-rata entitlements.

6.4 PAYMENT OF CONCURRENT LEAVE

The taking of Annual Leave and the payment of Long Service Leave or vice versa at the same time is not legal and cannot occur. However, if employees wish to take payment for other forms of accrued leave when taking a period of either annual leave or long service leave, that is, days in lieu, Personal Leave or Time In Lieu, then this will be permitted.

6.5 SICK LEAVE/CARERS LEAVE

All Staff

The leave service year for the purpose of this clause shall be the 1st October to 30th September.

To commence after the 1st October 2000 for all staff

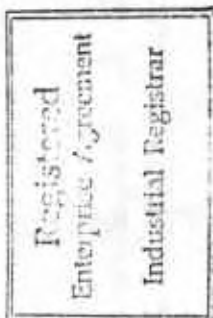
A Medical Certificate (proof of illness) is not required for absence due to illness or carers leave for a total of six (6) days per annum except where the absence is greater than two (2) days.

Where an employee is absent for greater than 2 days, a Medical Certificate (proof of illness) must be produced to cover ongoing absence.

For all other periods of absence due to illness or carers leave a Medical Certificate (proof of illness) is required. If, when required, a Medical Certificate is not produced, the period of absence will automatically be deducted from annual leave and long service leave (in that order).

“Carer’s leave” is for the purpose of caring for a sick member of the employee’s immediate family. When employees are required to provide a medical certificate for Carers Leave it must indicate that their absence was required to care and support a family member who is ill.

“Family” is defined in the Local Government (State) Award as spouse or de facto spouse of the employee, mother, father (including a foster parent, step parent and legal guardian), defacto, partner (including same sex partner), children (including step children, foster child, adopted children, ex nuptial children), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee, brother, sister and a relative of the employee who is a member of the same household.



Untaken sick/carers leave is cumulative from year to year.

“Proof of illness” means a medical certificate from a registered medical/health practitioner registered with the appropriate government authority. Certificates will be accepted from Medical Practitioners (doctors), Chiropractors, Physiotherapists and Dentists.

From the 3rd July 2000 all staff unless covered elsewhere in this Agreement are entitled to the equivalent of 15 days sick leave/carers leave per service year at their appropriate base ordinary hours.

Salaried Staff and Line Managers

Cashing out of untaken sick leave for entitlement prior to 15th February 1993.

Employees may elect to receive a payment for untaken sick leave during the course of employment at a rate of a maximum of 10 weeks in any one year provided they give notice by 31st March in any year. The payment will be made based on completed years of service. Such payment will reduce the amount due and payable to the employee. Any accumulated period of ten weeks or less may be “cashed out” in full. Payment to be made on the 4th pay day after 30th June in the year requested.

Wages Staff

(i) All Wages Staff

(a) Proof of illness

It is agreed that for periods in excess of 2 days, or after 3 separate periods of sick leave in each service year an employee will provide proof of illness

satisfactory to Council that the absence for the total period was due to personal illness.

Proof of illness must be provided on the 4th occasion of absence whether or not a medical certificate has been provided to cover any period of absence relating to the first 3 separate periods of absence in each service year.

Any absence for personal illness or carers leave that is not covered by "proof of illness" will be automatically deducted from annual leave and long service leave entitlements (in that order).

(b) 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) Wages Staff who commenced with Council prior to 1st January 1991 the following conditions apply

(a) Sick leave entitlements per year

1-12 months service - 38 hours (ie 1 week of 4 1/2 normal working days)

12 months service & over - 152 hours per year (ie 4 weeks of 2 nine day periods)

(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 -

0-3 years service - nil,

3-10 years service - 1 week per year of service,

10 years service & over - 2 weeks per year of service.

(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 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 since commencement of service with council - 1 week of good attendance bonus for each completed year of service since 15th February 1993.

for 10 years service and over since commencement of service with council - 2 weeks of good attendance bonus for each year of service 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. This covers retirement as a result of ill health, death or resignation, applicable under Clause (iii) (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 6 weeks or less may be cashed out in full.

f) **Productivity Bonus**

On the pay day following the end of the sick leave year (ie 1st October – 30th September), employees will be entitled to an amount for 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 effecting Clause ii(b) and ii(d) and sick leave paid as a result of illness or injury.

If greater than 8 days of sick leave in total (including part days) are taken in any one sick leave year no bonus will be payable.

If an employee is absent from work and is not granted any other form of approved leave, such absence shall be paid as sick leave and treated as an UNAUTHORISED ABSENCE.

Periods of UNAUTHORISED ABSENCE greater than one day or two separate occasions shall result in no productivity bonus being paid to the employee in the sick leave year. Employees may also be subject to disciplinary action for unauthorised absences.

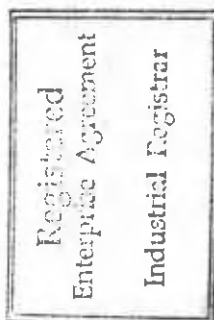
Accumulation of sick leave shall not be affected by this Clause.

(iii) **Wages Staff employed between 1.1.91 and 26.12.93**

(a) Sick leave entitlement per year -

1-12 months service - 38 hours (ie 1 week of 4 1/2 normal working days)

12 months service and over - 152 hrs per year (ie 4 weeks of 2 nine day periods)



(b) Payment of untaken sick leave up until 14th February 1993
No payment is applicable.

(c) Cashing out of untaken sick leave up until 14 February 1993
This option is not applicable.

(d) **Productivity Bonus**

On the pay day following the end of the sick leave year (ie 1st October – 30th September), employees will be entitled to an amount for 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 Section (ii)(b) and (ii)(d).

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

If greater than 8 days of sick leave in total (including part days) are taken in any one sick leave year no bonus will be payable.

If an employee is absent from work and is not granted any other form of approved leave, such absence shall be paid as sick leave and treated as an UNAUTHORISED ABSENCE.

Periods of UNAUTHORISED ABSENCE greater than one day or two separate occasions shall result in no productivity bonus being paid to the employee in the sick leave year. Employees may also be subject to disciplinary action for unauthorised absences.

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

(iv) Wages Staff employed from the 27th December 1993

(a) **Sick leave entitlement per year**

1-12 months service - 38 hrs (ie 1 week of 4 1/2 normal working days)

12 months service & over - 114 hrs per year (ie 3 weeks of 1 nine day period + one 4 1/2 normal working day period)

(b) **Payment of untaken sick leave up until 14th February 1993 - no payment of untaken sick leave is applicable.**

(c) **Cashing out of untaken sick leave up until 14th February 1993 - this option is not applicable.**

(d) **Productivity bonus**

On the pay day following the end of the sick leave year (ie 1st October – 30th September) employees will be entitled to an amount for 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 Section (ii)(b) and (ii)(d).

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

If greater than 8 days of sick leave in total (including part days) are taken in any one sick leave year no bonus will be payable.

If an employee is absent from work and is not granted any other form of approved leave, such absence shall be paid as sick leave and treated as an UNAUTHORISED ABSENCE.

Periods of UNAUTHORISED ABSENCE greater than one day or two separate occasions shall result in no productivity bonus being paid to the employee in the sick leave year. Employees may also be subject to disciplinary action for unauthorised absences.

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

Salaried staff and Line Manager

A medical certificate is required to support any absence for personal illness greater than 2 days. A medical certificate is required for any absence for Carers Leave

A medical certificate is not required for a total of 5 days out of the 15 days sick leave per year. Any period of 2 hours or greater does count towards the 5 days without a medical certificate requirement ie Sick absences of less than 2 hours do not count towards the 5 days without a certificate.

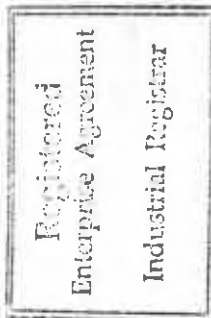
When sick leave without a medical certificate is greater than 5 days in a particular leave year, each subsequent absence without a medical certificate will be deducted from other leave entitlements automatically (ie from Personal Leave, Annual Leave or Long Service Leave in that order).

A "safety net" of 26 weeks is available after all sick leave entitlements, other than that for which a cash payment applies, have been exhausted ie that amount accumulated pre 15/2/93. The safety net will only apply when 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 from an alternate doctor may be requested by Council. Staff will participate in a rehabilitation program to help them to return to work. The safety net will not be available for use as Carers Leave.

6.6

FALLING SICK WHILE ON LEAVE

If the employee becomes sick or is injured whilst on Annual Leave or Long Service Leave the employee shall be granted, at a time convenient to Council, additional leave equivalent to the period of sickness or injury



occurring within the scheduled period of leave. The employee must produce within reasonable time satisfactory medical evidence of their illness or injury, to show they were unable to derive benefit from their leave. The period of sickness or injury must be at least five consecutive working days.

“Reinstatement of Leave due to illness will occur from the date of attendance at a Medical Practitioner. No retrospective reinstatement of leave will be approved.”

6.7 COMPASSIONATE LEAVE

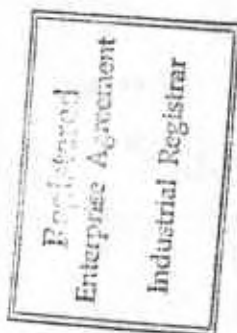
Wages Staff

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 a spouse or de facto spouse of the employee, mother, father (including a foster parent, step parent and legal guardian), defacto, partner (including same sex partner), children (including step children, foster child, adopted children, ex nuptial children), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee, brother, sister and a relative of the employee who is a member of the same household.
2. To attend the funeral of the above relatives
3. Compassionate Leave will not be approved for the care of an employee's family as defined in this Enterprise Agreement, or any other person.

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.

Wages staff should be aware that opportunity exists for additional leave for special circumstances not covered by this clause is available under Clause 32 “Time in Lieu”.



6.8 TIME IN LIEU (of Overtime)

Wages Staff

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 emergency appointments, caring for children in emergencies where leave is not already covered by Council's Carers Leave Policy, to attend funerals of close family friends' etc. In such cases an application for annual leave of less than 1 day, or time in lieu will be made and Council will provide a system of allowing time to be made up (including the working of an RDO with approval) to allow reinstatement of the leave.

All Staff

Hours accrued as time in lieu will be recorded on the payroll system. When an employee takes a time in lieu day, they will prepare an appropriate

application for leave form. The leave form will be forwarded to the pay office in the same way that all other forms of leave are debited/credited.

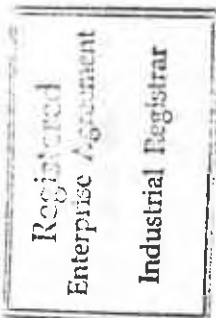
Time in lieu will be accrued whenever it is necessary for an employee to work additional time for a specific purpose. For example, an employee is required to work overtime and does not wish to take this overtime but accrues time in lieu of overtime, then this will be recorded as time in lieu. Further,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

It is not intended that time in lieu would be accrued for additional hours of flexi time worked (Salaried Staff should also refer to Clause 56 paragraph 4 "Variable Hours").

Previous entitlements accrued up to 5 days will be recognised however any greater amount than this will not.

Once the maximum amount of time in lieu has been accrued and as soon as additional time in lieu is accrued beyond this threshold an automatic payment for that time in lieu will occur.

It is agreed that employees may accumulate up to 5 days time in lieu or may "debit" up to 5 days (time which will then be made up). Accrued time in lieu (or debit time) remaining on the employee's exit will adjust the employees entitlements that are paid out.



Time Off in Lieu of Overtime

It is agreed that time off in lieu of overtime or time worked on public holidays can be granted in lieu of payment provided that both Council and the employee agree. It is agreed that Time in lieu accrued will be at the rate at which it is worked, ie for each hour worked 1 hour of Time in lieu will accrue.

6.9

DAYS IN LIEU (For Working on A Public Holiday)

It is agreed that all employees can accumulate 10 days in lieu. Once the maximum amount of days in lieu has been accrued and as soon as additional days in lieu are accrued beyond this threshold an automatic payment for that day in lieu will occur. It is agreed that all days in lieu which are currently accrued by employees will be reduced to the 10 day limit by 18 July 2001, or can be "cashed out" at any time prior to 18 July 2001, the employee will be automatically paid out any entitlement exceeding 10 days at the pay rate applicable on that date. This reduction can be either through the employees taking the leave in the normal process or by requesting payment of the days.

Where employees are required by management to work on Public Holidays and written agreement already exists, then no change to the accrual process will occur ie: Parks & Gardens, Street Cleaning, Mechanics.

ROSTERED DAY OFF (RDO)**Wages Staff**

No employee will be able to work their RDO to obtain payment unless in accordance with this Agreement (Compassionate leave) or with the specific approval of their Manager. No additional payment will be made for working an RDO day except where less than 24 hours notice is given. Then the employee will be paid overtime.

The rostered day off (ie the 10th day in each fortnight) will be staggered for various groups of employees to ensure that an adequate supply of labour is available each day to suit Council's requirements.

All employees entitled to a rostered day will be required to take the rostered day off on a fortnightly basis. Employee will have a fixed RDO unless permitted by their supervisor to take an alternate day.

Council and the MEU agree that either party can change the rostered day off if necessary, providing it is agreeable to both parties.

Where there is a new or vacant position it is agreed, subject to consultation and agreement between Council and Union representatives, a flexible R.D.O. roster can be introduced for the new or vacant position. The Unit Manager must fully justify reasons as to why the change is required.

Working on Rostered Days**Wages Staff**

It is agreed that where approved by the Manager it is necessary for an employee to work a rostered day off, then this can be accrued as time in lieu on an hour for hour basis, or payment can be requested for the day on an hour for hour basis. This accrual of time will be in accordance with the time in lieu accrual in the Enterprise Agreement.

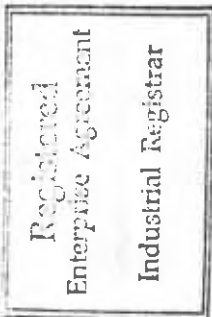
Where an employee is requested to work on a rostered day off (RDO) by management, the employee may accumulate up to 10 days unless special circumstances exist and approval is given by the Director for additional days to be accumulated. Days can be added to the application for annual leave. If more than 10 days are accrued these will be paid out automatically.

If less than 24 hours notice is given, then the employee will be paid for working their rostered day off at overtime rates in accordance with the Award.

Line Managers

Line managers may be required to work additional hours during peak periods, including the working of rostered days.

Line managers agree to work on their RDO's as requested by management.



RDO's worked during peak periods will be accrued as Time In Lieu on an hour for hour basis and can be taken in accordance with the Time in lieu Clause in this Enterprise Agreement.

6.11 PERSONAL LEAVE

Salaried Staff

Council will grant all employees employed on or before the 17th April 1995, 10 days personal leave each year in lieu of Bank Holiday, Christmas Leave, Annual Leave loading (converted to days) and compassionate leave.

Employees who commence after the 17th April 1995 and Line Managers will be granted 7 days personal leave each year.

Personal leave can be taken in minimum periods of a half (1/2) 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. Five (5) days' notice must be given of an employee's intention to take Personal Leave, unless exceptional circumstances apply.

Employees may accumulate a maximum of 20 days (14 days for employees commencing after the commencing after the 17th April, 1995).

Any accrual of personal leave over these amounts will automatically be paid out quarterly.

Line Managers

Line Managers will be provided with 7 days Personal Leave each year. Personal Leave can be taken in minimum periods of half a day.

Any or all untaken Personal Leave can be taken at any time.

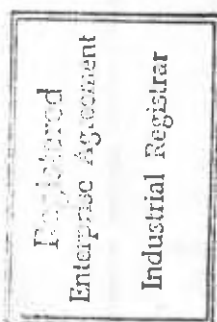
Personal Leave will accrue on a pro rata basis and can be taken when it falls due.

Employees may accumulate a maximum of 14 days of Personal Leave. Any accrual of Personal Leave over these amounts will automatically be paid out after each 12 months from 6th March each year.

6.12 LEAVE WITHOUT PAY

Applications for leave without pay are not favoured by Council and will only be granted after all available accrued leave has been exhausted, including time in lieu in accordance with this Agreement.

Applications, with supporting evidence, will only be considered in exceptional circumstances and must be supported by both the employee's Manager and Director. The application will then be forwarded to the General Manager, through the Manager Personnel, for approval.



Periods of leave without pay are not regarded as service for the purpose of computing any form of leave. Periods of leave without pay do not constitute a break in the employee's continuity of service.

An employee on approved leave without pay is not entitled to payment for any holiday that occurs during the period of absence.

6.13 LONG SERVICE LEAVE

All Staff

Employees who have had greater than 5 years service can take their pro rata Long Service Leave entitlement.

Long service leave can be taken in periods of one day or more.

Employees are entitled to apply for long service leave at half pay. Leave shall be taken only with the approval of the manager.

6.14 PUBLIC HOLIDAYS

Salaried staff and Line Managers

Public Holidays will be observed and paid in accordance with the Local Government (State Award) however payment for Picnic Day will be made at ordinary time, plus a DIL for working.

It is agreed that sufficient employees will work in every area of Council's operation on union picnic day to allow normal operations to continue.

Line Managers

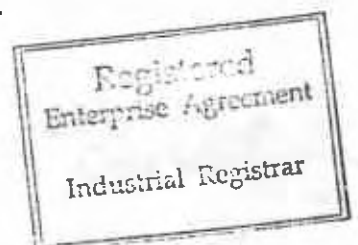
It is agreed that sufficient employees will work in every area of Council's operation on union picnic day or any other Public Holiday each year to allow normal operations to continue where supervision is required such as Council's Waste Services Operations and Mechanical Services.

Wages staff

Holidays will be observed and paid in accordance with the Local Government (State) Award.

MEU 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 MEU. Production of the butt of the picnic ticket issued to the employee shall be required for payment for the day to be made. Employees not issued with a picnic ticket by the MEU may purchase a ticket at the commercial rate set by the MEU.

Payment for Picnic Day will be made to employees who are members of the MEU or have purchased a picnic ticket at the commercial rate.



PARENTAL LEAVE**Wages staff**

Council will provide 5 days of paid parental leave to an employee following the birth of their child. Any period of payable compassionate leave untaken in the employee's current service year must be included for this purpose.

Working while on Parental Leave

It is agreed that an employee, who is on either maternity or paternity (or adoption leave) will be allowed to work casually despite being on parental 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 1 day per week, a few hours per day or for a block period of 1 or 2 weeks) will be in accordance with the needs of the Division. If the employee on leave is being replaced by a paternity 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.



ALLOWANCES

FIRE WARDENS' ALLOWANCE

An allowance of \$5.99 per week is to be paid to appointed Fire Wardens.

FIRST AID ALLOWANCE

Allowance	Rate	Frequency of Payment
First Aid Level 1 - Senior Qualifications	\$8.60	{ Weekly - Not applicable
First Aid Level 2 - Advanced Qualifications	\$11.13	{ to exit or overtime
First Aid Level 3 - OH&S Qualifications	\$13.53	{ payments



SHIFT PAYMENT

Unless specific arrangements are made (or were in place as at 26th December 1993) employees working outside the hours shown in the Hours of Work Clause in this Core Agreement for a specific shift shall be paid the following shift allowance:

	Employees employed prior to 27/12/93	Employees employed on or after 27/12/93
Mechanic	\$49.91 per week	\$25.25 per week
Mechanical Broom	\$11.88 per day	\$5.05 per day
Cleaner (am)	\$3.58 per day	\$1.61 per day
Cleaner (pm)	\$7.23 per day	\$2.98 per day
Beaches/Pool	\$12.97 per day	\$5.50 per day

Payment of shift allowance to be weekly. Where an employee has received a shift payment for 18 months aggregate in the previous two years such payment shall be included for exit payment purposes.

WEEKEND PENALTY PAYMENTS

Employees required to work on weekends shall be paid the following amounts:

	Employees employed prior to 27/12/93	Employees employed on or after 27/12/93
Saturday	\$6.44 per hour	\$3.21 per hour
Sunday	\$14.67 per hour	\$11.14 per hour

Penalty payments will be paid according to the number of hours worked on the days shown above.

Where an employee has received payment for weekend employment and has received this payment for an aggregate of 18 months in the previous 24 months then the penalty payment will be included for exit payment purposes.



BUILDING SERVICES STAFF PAY RATES

Salary System Code	SALARY	CLASSIFICATION COVERED BY GROUP	BAND	LEVEL
BSCS01	\$25,385.87 \$488.19	Labourer	1	2
BSCS02	\$27,339.26 \$525.76	Labourer	1	2
BSCS08	\$30,343.97 \$583.54	Trades Assistant	1	3
BSCS13	\$31,893.83 \$613.34	Painter (Present Incumbent only)	2	1
BSCS19	\$33,633.71 \$646.80	Journeyman Plumber (present incumbent)	2	1
BSCS20	\$33,990.00 \$653.65	Licensed Plumber Licensed Painter Bricklayer Carpenter	2	1
BSCS23	\$34,922.29 \$671.58	Play Equipment Officer Signwriter	2	1
BSCS24	\$35,266.70 \$678.21	Maintenance Technician Licensed	2	1
BSCS26	\$36,204.93 \$696.25	Project Manager Plumber 3 Licences (Present incumbent)	2	1
BSCS27	\$36,757.18 \$706.87	Senior Project Manager	2	1

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SCHEDULE 7.4

CLEANSING SERVICES STAFF PAY RATES

Salary System Code	SALARY	CLASSIFICATION COVERED BY GROUP	BAND	LEVEL
BSCS01	\$25,385.87	Cleaner	1	2
	\$488.19	Labourer	1	2
BSCS02	\$27,339.26	Cleaner	1	2
	\$525.76	Labourer	1	2
BSCS11	\$30,940.00	Mechanical Broom Operator (normal spread of hours)	1	2
BSCS12	\$31,537.54	Sullage Driver	1	3
BSCS16	\$32,594.53	Street Cleaning Labourer	1	2
	\$626.82			
BSCS17	\$32,778.61	Leading Hand	1	4
	\$630.36			
BSCS20	\$33,990.00	Side Walk Broom Operator	1	2
	\$653.65	Street Cleaning Labourer/Driver	1	2
BSCS22	\$34,661.01	Street Cleaning Offsider	1	2
	\$666.56	Motor Wagon Driver	1	3
		Plaza Cleaner	1	2
		Boat Driver/Offsider	1	3
BSCS25	\$35,908.07	Offsider Mobile Cart	1	2
	\$690.54			
BSCS28	\$37,178.78	Mechanical Broom Operator (includes week-end work)	1	3
	\$714.98	Driver Mobile Cart 10C	1	3
		Driver Mobile Cart 13C	1	3
		Driver Mobile Cart 6C	1	3
BSCS30	\$38,111.07	Supervisor Grade 1	1	4
	\$732.91	Supervisor Grade2	1	4

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SCHEDULE 7.5

BUILDING SERVICES
TRAINEE/APPRENTICE PAY RATES

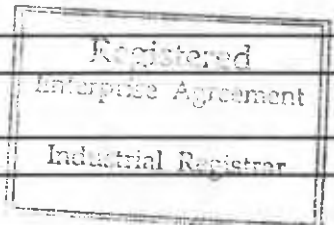
Salary System Code		Pay Code		Salary	Classification
Apprentice	Level	Trainee	Level		Covered by Group
Apprentices - Junior Pay Rates					
					Apprentices- School Certificate
BAPPJ2	O1	TRAIN38	O2	\$304.04	1st year
BAPPJ3	O1	TRAIN38	O3	\$357.59	2nd year
BAPPJ4	O1	TRAIN38	O4	\$418.34	3rd year
BAPPJ5	O1	TRAIN38	O5	\$478.88	4th year
					Apprentices- HSC - Entry
BAPPJ4	O1	TRAIN38	O4	\$418.34	1st year
BAPPJ5	O1	TRAIN38	O5	\$478.88	2nd year
BAPPJ6	O1	TRAIN38	O6	\$517.30	3rd year
BAPPJ7	O1	TRAIN38	O7	\$543.68	4th year

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SCHEDULE 7.6

Wages Staff Pay Rates

Salary System Code	SALARY	CLASSIFICATION COVERED BY GROUP	APPLICABLE BAND/LEVEL	DESCRIPTION/NOTE
WAG1	ENTRY LEVEL	LABOURER GD.1	Band 1 – Level 2	Rate of pay for classification shown in Group WAG1 relates to Entry Level. Progression to Group
	\$25,864.38	GARDENER	Entry Level	WAG.2 rate of pay is subject to performance, training and competency testing within first 12 months of employment with Council
	\$497.39	CONCRETE FINISHER		* Wage payable for classifications in
		SURVEY ASSISTANT		Group. WAG1 to be related to number of part time hours worked
		POOL ATTENDANT		
		WOMENS REST C'TRE ATTEN'T		
		PART TIME EMPLOYMENT		
WAG2	\$27,873.62	LABOURER GD.2	Band 1 – Level 2	Entry level pay for bush regenerator/ arborist with certificate
	\$536.03	GARDENER GD.1		
		CONCRETE FINISHER GD.1		
		SURVEY ASSISTANT GD.1		
		POOL ATTENDANT GD.1		
		WOMENS REST CTR ATTEN'T		
		BUSH REGENERATION		
		*CERTIFICATE/ARBORIS T		
	PART TIME EMPLOYMENT			
WAG3	\$28,538.83	GARDENER GRADE 2	Band 1 – Level 2	
	\$548.82	DRIVER - 2950 GVW		
		DRIVER - 4560 GVW		
		STOREMAN GD.1		
WAG3A	\$28,978.17	LABOURER - FIRE CONTROL *	Band 1 – Level 3	* Bushcare/Fire prevention awareness skill level
	\$557.27	CONCRETE FINISHER ** (Advanced)	Band 1 – Level 3	**Pebblecrete Finish skill level
WAG4	\$29,132.52	BEACH INSPECTOR 1ST SEASON	Band 1 – Level 2	
	\$560.24	DRIVER - 6250 GVW		
		DRIVER - 7700 GVW		
		DRIVER - 9200 GVW		
		SURVEY ASSISTANT GD.2		
	LABOURER GD3			



WAG5		POOL ATTENDANT - SHIFT*	Band 1 - Level 2	Regular Shift Employment
		SENIOR LABOURER **		Takes control of gang in the absence of supervisor.
		PLANT OPERATOR GD.1	Band 1 - Level 2	Must have demonstrated skills. (No higher grade
	\$29,928.37	PLANT OPERATOR GD2	Band ½ or 1/3	pay for relieving up to two weeks.)
	\$575.55	ARBORIST	"	
		STOREMAN GD 2	Band 1 - Level 2	
		DRIVER - 10800 GVW	Band 1 - Level 3	
		DRIVER - 12350 GVW	"	
		DRIVER - 13950 GVW	"	
		BEACH INSPECTOR 2ND SEASON		
		BEACH INSPECTOR 3RD SEASON		
WAG6	\$30,421.20	DRIVER - 21900 GVW	Band 1 - Level 3	Registered Enterprise Agreement Industrial Registrar
	\$585.02	DRIVER - PARKS TOWING		
		BEACH INSPECTOR 4TH SEASON	Band 1 - Level 2	
WAG7	\$30,587.51	STOREMAN GD.3	Band 1 - Level 2	*Includes payment for regular towing of trailer
	\$588.22	MOTOR WAGON DRIVER *		
WAG8	\$30,931.84	GREENKEEPER	Band 1 - Level 3	* This is the entry rate of pay for maintenance supervisors newly appointed who would remain on this level for 12 months and subject to satisfactory service and demonstrated competence would progress to WAG 11 at the end of that year.
	\$594.84	MAINTENANCE SUPERVISOR		
		1ST YEAR PARKS & CIVIL*		
		HIAB CRANE DRIVER		
		ASSISTANT GEOTECHNICIAN	Band 1 - Level 3	
WAG9	\$31,139.68	DRIVER - 10800 - TOWING*	Band 1 - Level 3	
	\$598.84	MAINTENANCE/RESTOR. -TOWING	Band 1 - Level 3	*I Includes payment for regular towing of Chipper
		HIAB DRIVER - 21900 GVW		
		PLANT OPERATOR GD.3	"	** Regularly driving various vehicles/plant
		PLANT OPERATOR GD4	"	
		SENIOR POOL ATTENDANT		Registered Enterprise Agreement Industrial Registrar
		DRIVER -Multi Vehicles/Skilled **	"	
WAG10	\$32,172.92 \$618.71	GARDENER GRADE 3	Band 2 - Level 1	Band Level Entry - Johnson
WAG11		MAINTENANCE SUPERVISOR	Band 1 - Level 3	*Computer applications, Drafting, Survey Work and

		CIVIL ASSETS		part-time parity leader.
		PLANT OPERATOR GD.5	Band 1/3 or 1/4	
	\$31,840.32	PLANT OPERATOR HAMMER		** Low Loader Skilled
	\$612.31	SURVEY ASSIST GD.3 *	Band 1/3 or 1/4	
		RESTORATION SUPERVISOR		
		DRIVER - MULTI VEHICLES **	Band 1 - Level 3	
		PARKS MAINTENANCE SUPERVISOR		
		PARKS MAINTENANCE SUPERVISOR		
		SUPERVISOR ARBORIST	Band 1 - Level 3	
		SENIOR ASSISTANT GEOTECHNICIAN		
WAG13	\$32,517.27 \$625.33	SENIOR POOL ATTENDANT SHIFT	Band 1 - Level 3	Regular shift employment
WAG13A	\$32,535.09 \$625.67	PLANT OPERATOR GD6-POCLAIN SNR BEACH INSPECTOR GD 1	Band 1 - Level 4	
WAG15	\$32,986.38 \$634.35	CONSTRUCTION SUPERVISOR GD.1 LOW LOADER DRIVER GD.1 SNR BEACH INSPECTOR GD 2	Band 1 - Level 4	
WAG18	\$33,853.34 \$651.03	LOW LOADER DRIVER GD.2 BEACH SUPERVISOR GD 1 STORE OFFICER MECH. W'SHOP	Band 1 - Level 4	
WAG19	\$34,286.80 \$659.36	GEOTECHNICIAN BEACH SUPERVISOR GD 2		

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TRADESPERSONS
ENTRY LEVEL TRADES

		PARKS FOREMAN GD.3	Band 2 - Level 1	
		GARDENER (QUALIFIED)		Rate of pay of classifications shown
WAG9A	\$32,172.92	PLANT MECHANIC		in this group
	\$618.71	STONEMASON		(WAG9A) relate to the entry level for
		AUTO ELECTRICIAN		tradespeople
		SPRAY PAINTER		
		PANEL BEATER		Progression to next group (WAG13)
		MECHANIC		rate of pay is
		BLACKSMITH		subject to performance, training and
		BOILERMAKER		competency testing within the first

		GARDENER GD.3		twelve months
		HORTICULTURIST		of employment with Council
TRADESPERSON		BRICKLAYER		
WAG13		PARKS FOREMAN GD.3		
	\$32,517.27	GARDENER GD.4		
	\$625.33	PLANT MECHANIC)	
		STONEMASON)	
		AUTO ELECTRICIAN)	
		SPRAY PAINTER)GD.1	
		PANEL BEATER)	
		MECHANIC)	
		BLACKSMITH)	
		BOILERMAKER)	
		HORTICULTURIST)	
WAG14	\$32,778.57 \$630.36			*Employed as Tradesman Electrician
GMECH	\$33,318.98 \$640.75	GARBAGE MECHANIC		Includes Garbage Allowance and for Working Garbage Vehicles
GMECH FM	\$35,088.55 \$674.78	GARBAGE MECHANIC FORMAN		Includes Garbage Allowance 9 x \$3/2 for Working Garbage Vehicles
WAG17	\$33,413.99	MECHANIC)	
	\$642.58	PANEL BEATER) GD.2	
		PANEL BEATER)	
		CONSTRUCTION SUPER GD.2		
WAG19	\$34,286.80 \$659.36	CONSTRUCTION SUPER GD 3	Band 2 - Level 1	*Employed as Tradesman Electrician
		GARDENER GD.4 Leading Hand		
		PLANT MECHANIC)	
		STONEMASON)	
		AUTO ELECTRICIAN)	
		SPRAY PAINTER)GD.3	
		PANEL BEATER)	
		MECHANIC)	
		BLACKSMITH)	
		BOILERMAKER)	
		HORTICULTURIST)	
WAG20	\$34,649.21 \$666.33	TRADESMAN GD4	Band 2 - Level 1	
		PROJECT MANAGER		
WAG21	\$35,035.07	CONSTRUCTION SUPERV'R GD.4	Band 1 - Level 4	
	\$673.75	BEACH SUPERVISOR G3		
WAG22	\$35,332.02	GARDENER GD.4 - Foreman	Band 2 - Level	

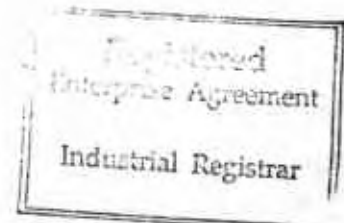
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	\$679.46			
WAG23	\$35,605.05	TRADESMAN G5	Band 2 - Level	
	\$684.71	CONSTRUCTION SUPERV'R GD.5		
WAG26	\$35,949.63	TRADESMAN G6	Band 2 - Level 1	Employed as Tradesman Electrician
	\$691.34			
				Persons employed in these positions are highly skilled and experienced tradesmen capable of taking over the role of supervisor but they are not supervisors. Only in the absence of their supervisor will they act that higher grade position without additional remuneration for periods up to two weeks. Over two weeks a higher grade pay of 90% of the person's salary they are relieving will be paid.
WAG26	\$36,905.71		Band 2 - Level 1	
	\$709.73			
WAG27	\$37,505.51	TRAINING WAGES CO-ORDINATOR	Band 2 - Level 1	Secondment Rate for Training of Wages Staff
	\$721.26			
WAG29	\$38,176.34		Band 2 - Level 1	Employed as Tradesman Electrician
	\$734.16			
WAG30	\$39,489.73	SENIOR BEACH INSPECTOR WITH ALTERNATE WINTER DUTIES	Band 2 - Level 1	Employed as Tradesman Electrician
	\$759.42			
WAG31	\$40,486.32		Band 2 - Level 1	Employed as Tradesman Electrician
	\$778.58			

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WAGES STAFF PAY RATES
TRAINEE/APPRENTICE PAY RATES

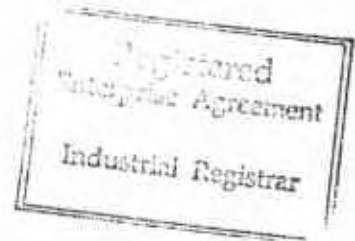
Salary System Code		Pay Code				Classification
Apprentice	Level	Trainee	Level	Salary		Covered by Group
Apprentices - Junior Pay Rates						
APPJ2	O1	TRAIN38	O2	Training	\$309.69	Apprentices- School Certificate 1st year
APPJ3	O1	TRAIN38	O3		\$364.64	2nd year
APPJ4	O1	TRAIN38	O4	T2 - T5	\$426.21	3rd year
APPJ5	O1	TRAIN38	O5		\$487.86	4th year
Apprentices- HSC - Entry						
APPJ4	O1	TRAIN38	O4	Training	\$426.21	1st year
APPJ5	O1	TRAIN38	O5		\$487.86	2nd year
APPJ6	O1	TRAIN38	O6	T4 -T7	\$527.35	3rd year
APPJ7	O1	TRAIN38	O7		\$554.19	4th year
Junior						
APPJ1	O1	TRAIN38	O1	Training	\$247.83	1st year
APPJ2	O1	TRAIN38	O2		\$309.69	2nd year
APPJ3	O1	TRAIN38	O3	T1 -T4	\$364.24	3rd year
APPJ4	O1	TRAIN38	O4		\$426.21	4th year
Trainees - Pay Rates						
APPJ1	O1	TRAIN38	O4		\$247.83	
APPJ2	O1	TRAIN38	O5		\$309.69	
APPJ3	O1	TRAIN38	O6	Training	\$364.24	
APPJ4					\$426.21	
APPJ5				T1 - T10	\$487.86	
APPJ6					\$527.35	
APPJ7					\$554.19	
APPJ8					\$581.60	
APPJ9					\$609.00	
APPJ10					\$636.65	
GMECH		Paid above Apprentice rate + \$14.46 Garbage Allowance				



SCHEDULE 7.8

LIST OF LINE MANAGEMENT STAFF

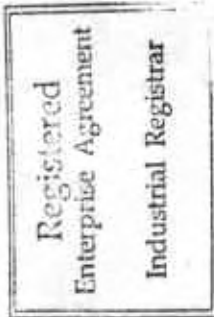
SECTION	NAME	TRADE AND OCCUPATION	Schedule Allowance (pa)	SCHEDULE NO
Workshop Services	Ford W. (34254)	Heavy Vehicle Plant Repair Section Supervisor	\$2,096.12	7.10A
	Little P. (44482)	Metal Fabrication Shop Supervisor	\$2,096.12	7.10B
Cleansing Services	O'Hara B. (55274)	Supervisor – West	\$5,590.00	7.10C
Fleet Management	Cairns C. (34110)	Fleet Officer – Plant	\$838.76	7.10D
Parks Operations	Dreis D. (34154)	Tree Preservation Officer	N/A	7.10E
	Phipps D. (44678)	Parks Regional Coordinator – Central	\$1,956.50	7.10F
	Kelly M. (34444)	Parks Regional Coordinator – West	\$1,956.50	7.10G
	McCaughtrie M. (44574)	Systems Coordinator	\$1,844.96	7.10H
	Laver R. (44500)	Nursery Manager	\$1,118.00	7.10I
	Pannett K. (44663)	Sub-Regional Coordinator – Central	\$1,677.00	7.10J
	Hawes C. (34307)	Sub-Regional Coordinator – East	\$1,677.00	7.10K



**DEFINITIONS RELATING TO INTERPRETATION OF
SCHEDULES 7.10A TO 7.10T INCLUSIVE**

1. **Modified Working Week**
 Shall mean that the working week is the normal Monday to Friday hours for the position with the exception that an additional two hours in total shall be worked each week and for which compensation has been included in the offer in this schedule.

 In addition, a commitment to workplace reform including new work patterns will be negotiated when required.
2. **Variable Start and Finish**
 Shall mean that on any day the start and finish time may be different to suit the needs of the job.
3. **Regular Early Start and Late Finish**
 Shall mean the person shall start work each day before the normal start time of staff being supervised and finish work after the normal finish time of those staff to ensure full control of operations, including working hours of subordinate staff. This condition shall also be taken to mean that it will be necessary to regularly start and finish on job sites remote from the Central Depot.
 This work pattern will mean that about two hours additional per week will be worked for which no overtime claim will be allowed, as the offer contained herein includes compensation for this time.
4. **Nine Day Fortnight**
 Shall mean a work pattern that is consistent with the nine-day fortnight arrangement, which has been in place for some years, and is incorporated into this Council agreement.
5. **Non-Standard Working Week**
 Shall mean that the work pattern will be spread over a seven day week roster and may include early starts or late evening rosters as required to provide the service when the customers need it or to minimise inconvenience to customers.
 The rate of pay offered herein will compensate for penalty rates which would normally apply to working these patterns, ie. no penalty payments will be made for working these variable rosters.
6. **Flexible Working Hours**
 Shall mean that the work patterns are such as are necessary to do the job most effectively whilst still maintaining the ability to take off one day per month. As part of this work pattern (except for the week when the flexi-day occurs) at least 38 hours shall be worked in any week, however to accrue the flexi-time, more than 38 hours will need to be worked in some weeks. At this level in the organisation it is considered that more than the equivalent of the flexi-time would be worked over the four week period.
 Other overtime at Award rate shall mean that when by prior agreement with the departmental Manager it is necessary to work overtime (over and above that for



which compensation has already been paid as part of this agreement) this shall be paid in accordance with the Award requirements.

7. **No Overtime other than in Exceptional Circumstances**
Shall mean that when some occurrence or circumstance arises which is not part of what would normally be expected to be a part of the working patterns of the job, the Departmental manager may by prior arrangement authorise working of "exceptional overtime at Award rates".

8. **Variable Lunch Break**
Shall mean that lunch will be taken when convenient to allow optimum work performance such as supervision and time keeping of staff starting and finishing morning tea and/or lunch.

9. **Work on Public Holidays**
Shall mean that the person shall work on Public Holidays without additional payment of overtime and/or penalty rates as the offer herein compensates weekly for those costs when they would otherwise occur.

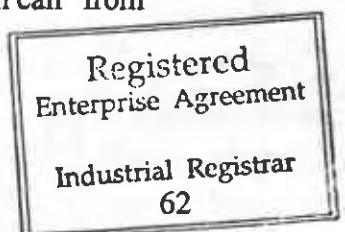
10. **38 Hour Week**
Shall mean that the standard working week shall be 38 hours per week averaged over two weeks in the case of a nine day fortnight pattern of work and over four weeks in a flexible working week pattern of work.

Where this schedule and offer includes payment for additional, or variable hours worked without overtime or penalties, then for the purposes of calculating an hourly rate of pay the weekly gross pay as defined and agreed shall be divided by 38.

11. **38 Hour Week Allowance**
Shall mean that included in the offer herein disclosed is an amount of money to compensate for the working of a 38 hour week and flexible working hours in lieu of a 35 hour week defined in the State Salaried Officers Award.
(Note: - This offer is not extended to those continuing to work a nine day fortnight as that condition includes working 38 hours which has not changed.)

12. **Performance Based Payments**
Shall mean in relation to this Agreement that where because of better than expected performance a bonus payment is recommended, this payment shall be based on the Evans Webb component of the gross salary and shall not include, for purposes of calculating the amount of bonus, any marginal payments provided under this schedule except in so far as where the schedule incorporates an adjustment to the Evan Webb points value for the position, then this part of the schedule shall be included for the basis of the bonus payment.

13. **Rostered for Call Outs**
Shall mean the person will be included in a roster of people to be "on call" from time to time.



14. **Four Saturdays for Vehicle/Plant Inspection**

Shall mean that on four Saturdays each year for the purposes of attending to the display of Council plant for sale, the person shall work without payment on those days, as this time has been compensated for in the payment herein.

15. **Lease Back Vehicle**

Conditions of Lease-Back shall be in accordance with Council vehicle lease policy.

16. **Tree Issue/Nursery Maintenance**

Shall mean that on three Saturdays each year the person will work without payment in connection with the annual tree issue from Council's Nursery and on up to ten occasions attend on Saturdays, Sundays or Public Holidays for up to two hours for the purposes of checking plant stock for heat stress and providing watering if necessary. Compensation for this time is included in the offer in the schedule.

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ENTERPRISE AGREEMENT SCHEDULE 7.10A**WARREN FORD – Pay No. 34.254**

This schedule forms part of the Enterprise Agreement known as "Sutherland Shire Council Core Enterprise Agreement" and its purpose is to confirm the special conditions of employment, as listed by heading hereunder and fully defined in Schedule 7.9 of this Enterprise Agreement, agreed to by the employee herein described and the additional remuneration to be paid to the employee by Council to compensate for the said special conditions.

A weekly amount is included in the employees base salary and is paid for the conditions, work patterns and arrangements shown below. The employee agrees to work the conditions work patterns and arrangements in exchange for the additional amount included in the base pay. The amount is contingent upon the employee accepting the total offer as one package.

CONDITIONS, WORK PATTERNS AND ARRANGEMENTS

1. Modified Working Week.
4. Nine Day Fortnight.
8. Variable Lunch Break.
10. 38 Hour Week.
12. Performance Based Payments.
15. "Lease Back".

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ENTERPRISE AGREEMENT SCHEDULE 7.10B

PETER LITTLE - Pay No. 44.482

This schedule forms part of the Enterprise Agreement known as "Sutherland Shire Council Core Enterprise Agreement" and its purpose is to confirm the special conditions of employment, as listed by heading hereunder and fully defined in Schedule 7.9 of this Enterprise Agreement, agreed to by the employee herein described and the additional remuneration to be paid to the employee by Council to compensate for the said special conditions.

A weekly amount is included in the employees base salary and is paid for the conditions, work patterns and arrangements shown below. The employee agrees to work the conditions work patterns and arrangements in exchange for the additional amount included in the base pay. The amount is contingent upon the employee accepting the total offer as one package.

CONDITIONS, WORK PATTERNS AND ARRANGEMENTS

1. Modified Working Week.
4. Nine Day Fortnight.
8. Variable Lunch Break.
10. 38 Hour Week.
12. Performance Based Payments.
15. "Lease Back".



ENTERPRISE AGREEMENT SCHEDULE 7.10C

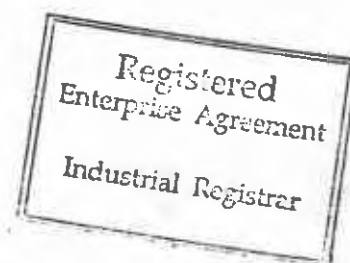
THOMAS WILLIAM O'HARA - Pay No. 55.274

This schedule forms part of the Enterprise Agreement known as "Sutherland Shire Council Core Enterprise Agreement" and its purpose is to confirm the special conditions of employment, as listed by heading hereunder and fully defined in Schedule 7.9 of this Enterprise Agreement, agreed to by the employee herein described and the additional remuneration to be paid to the employee by Council to compensate for the said special conditions.

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CONDITIONS, WORK PATTERNS AND ARRANGEMENTS

3. Regular Early Start and Late Finish.
4. Nine Day Fortnight.
5. Non-Standard Working Week.
7. No Overtime other than in Exceptional Circumstances.
8. Variable Lunch Break.
9. Work on Public Holidays.
10. 38 Hour Week.
12. Performance Based Payments.
13. Rostered for Call Outs.
15. "Lease Back".



ENTERPRISE AGREEMENT SCHEDULE 7.10D

CHRISTOPHER CAIRNS – Pay No. 34.110

This schedule forms part of the Enterprise Agreement known as "Sutherland Shire Council Core Enterprise Agreement" and its purpose is to confirm the special conditions of employment, as listed by heading hereunder and fully defined in Schedule 7.9 of this Enterprise Agreement, agreed to by the employee herein described and the additional remuneration to be paid to the employee by Council to compensate for the said special conditions.

A weekly amount is included in the employees base salary and is paid for the conditions, work patterns and arrangements shown below. The employee agrees to work the conditions work patterns and arrangements in exchange for the additional amount included in the base pay. The amount is contingent upon the employee accepting the total offer as one package.

CONDITIONS, WORK PATTERNS AND ARRANGEMENTS

2. Variable Start and Finish.
4. Nine Day Fortnight (Variable Roster Day).
8. Variable Lunch Break.
10. 38 Hour Week.
14. Four Saturdays for Vehicle/Plant Inspection.
15. "Lease Back".

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ENTERPRISE AGREEMENT SCHEDULE 7.10E

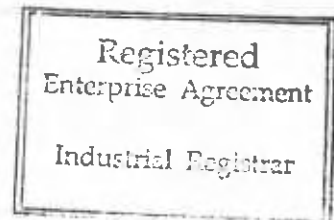
DENNIS DREIS - Pay No. 34.154

This schedule forms part of the Enterprise Agreement known as "Sutherland Shire Council Core Enterprise Agreement" and its purpose is to confirm the special conditions of employment, as listed by heading hereunder and fully defined in Schedule 7.9 of this Enterprise Agreement, agreed to by the employee herein described and the additional remuneration to be paid to the employee by Council to compensate for the said special conditions.

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CONDITIONS, WORK PATTERNS AND ARRANGEMENTS

3. Regular Early Start and Late Finish.
4. Nine Day Fortnight.
8. Variable Lunch Break.
10. 38 Hour Week.
12. Performance Based Payments.
15. "Lease Back".



ENTERPRISE AGREEMENT SCHEDULE 7.10F

DENNIS PHIPPS - Pay No. 44.678

This schedule forms part of the Enterprise Agreement known as "Sutherland Shire Council Core Enterprise Agreement" and its purpose is to confirm the special conditions of employment, as listed by heading hereunder and fully defined in Schedule 7.9 of this Enterprise Agreement, agreed to by the employee herein described and the additional remuneration to be paid to the employee by Council to compensate for the said special conditions.

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CONDITIONS, WORK PATTERNS AND ARRANGEMENTS

3. Regular Early Start and Late Finish.
4. Nine Day Fortnight.
8. Variable Lunch Break.
10. 38 Hour Week.
12. Performance Based Payments.
15. "Lease Back".



ENTERPRISE AGREEMENT SCHEDULE 7.10G

MICHAEL KELLY - Pay No. 34.444

This schedule forms part of the Enterprise Agreement known as "Sutherland Shire Council Core Enterprise Agreement" and its purpose is to confirm the special conditions of employment, as listed by heading hereunder and fully defined in Schedule 7.9 of this Enterprise Agreement, agreed to by the employee herein described and the additional remuneration to be paid to the employee by Council to compensate for the said special conditions.

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CONDITIONS, WORK PATTERNS AND ARRANGEMENTS

3. Regular Early Start and Late Finish.
4. Nine Day Fortnight.
8. Variable Lunch Break.
10. 38 Hour Week.
12. Performance Based Payments.
15. "Lease Back".



ENTERPRISE AGREEMENT SCHEDULE 7.10H

MARK McCAUGHTRIE – Pay No. 44.574

This schedule forms part of the Enterprise Agreement known as "Sutherland Shire Council Core Enterprise Agreement" and its purpose is to confirm the special conditions of employment, as listed by heading hereunder and fully defined in Schedule 7.9 of this Enterprise Agreement, agreed to by the employee herein described and the additional remuneration to be paid to the employee by Council to compensate for the said special conditions.

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CONDITIONS, WORK PATTERNS AND ARRANGEMENTS

3. Regular Early Start and Late Finish.
4. Nine Day Fortnight.
8. Variable Lunch Break.
10. 38 Hour Week.
12. Performance Based Payments.
15. "Lease Back".

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ENTERPRISE AGREEMENT SCHEDULE 7.10I

ROSLYN LAVER - Pay No. 44.500

This schedule forms part of the Enterprise Agreement known as "Sutherland Shire Council Core Enterprise Agreement" and its purpose is to confirm the special conditions of employment, as listed by heading hereunder and fully defined in Schedule 7.9 of this Enterprise Agreement, agreed to by the employee herein described and the additional remuneration to be paid to the employee by Council to compensate for the said special conditions.

A weekly amount is included in the employees base salary and is paid for the conditions, work patterns and arrangements shown below. The employee agrees to work the conditions work patterns and arrangements in exchange for the additional amount included in the base pay. The amount is contingent upon the employee accepting the total offer as one package.

CONDITIONS, WORK PATTERNS AND ARRANGEMENTS

4. Nine Day Fortnight.
8. Variable Lunch Break.
11. 38 Hour Week.
12. Performance Based Payments.
15. "Lease Back".
16. Tree Issue/Nursery Maintenance.

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ENTERPRISE AGREEMENT SCHEDULE 7.10J

KEITH PANNETT - Pay No. 44.663

This schedule forms part of the Enterprise Agreement known as "Sutherland Shire Council Core Enterprise Agreement" and its purpose is to confirm the special conditions of employment, as listed by heading hereunder and fully defined in Schedule 7.9 of this Enterprise Agreement, agreed to by the employee herein described and the additional remuneration to be paid to the employee by Council to compensate for the said special conditions.

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CONDITIONS, WORK PATTERNS AND ARRANGEMENTS

3. Regular Early Start and Late Finish.
4. Nine Day Fortnight.
8. Variable Lunch Break.
10. 38 Hour Week.
12. Performance Based Payments.
15. "Lease Back".

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ENTERPRISE AGREEMENT SCHEDULE 7.10K

COLIN HAWES - Pay No. 34.307

This schedule forms part of the Enterprise Agreement known as "Sutherland Shire Council Core Enterprise Agreement" and its purpose is to confirm the special conditions of employment, as listed by heading hereunder and fully defined in Schedule 7.9 of this Enterprise Agreement, agreed to by the employee herein described and the additional remuneration to be paid to the employee by Council to compensate for the said special conditions.

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CONDITIONS, WORK PATTERNS AND ARRANGEMENTS

3. Regular Early Start and Late Finish.
4. Nine Day Fortnight.
8. Variable Lunch Break.
10. 38 Hour Week.
12. Performance Based Payments.
15. "Lease Back".

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SCHEDULE 7.11

SALARIED OFFICERS - CASUAL RATES OF PAY

Band	Level	Position Classification	Hourly Rate 35 hours	Hourly Rate 38 hours
T	4	Library Shelver up to 21 yrs (35)	\$14.46	\$13.32
1	2	Library Shelver (35) Child Care Assistant (38) Vacation Care Assistant (38) Cook (38) Cleaner - CCC (38) Library Assistant (35) Clerical (35) Word Processing (35) Switch/Clerical (35) Store Clerical (35) Booking Clerk/Reception/ Kiosk(Caringbah&Engadine) Pools (38) General Services Assistant (38)	\$16.55	\$15.25
1	2	Vacation Care 2nd In Charge(38)		\$16.08
1	3	Vacation Care Supervisor (38) Library Assistant - Supervisor Bundeena) (38) Records Supervisor (35)	\$18.57	\$17.10
2	1	Property Validation Officer (35)	\$20.65	\$19.02
2	2	Vacation Care Co-Ordinator (38)	\$23.68	\$21.81
3	1	Librarian (35) Community Worker (38)	\$23.68	\$21.81
3	2	Senior Librarian (35) Special Librarian (35) Community Worker (38)	\$28.35	\$26.11



		Casual Earth Works Trainer			\$26.78
		Hazelhurst Casual Teacher less than 15 students			\$26.78
		Hazelhurst Casual Teacher more than 16 students			\$36.05
		Hazelhurst Casual Teacher			\$30.90
		Hazelhurst Gallery Technician			\$23.69
		Hazelhurst Casual Technician			\$26.78

WAGES STAFF - CASUAL RATES OF PAY

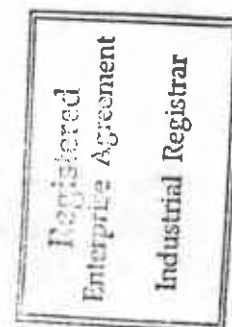
Band	Level	Position Classification	Pay Code	Casual Rate
1	2	Labourer Cleaner (other than Child Care) Cleaner/Labourer Food & Liquor Waiters		\$15.54
1	2	Street Cleaning Labourer Street Cleaning Offsider Plaza Cleaner		\$16.03
1	3	Beach Inspector		\$17.32
1	3	Sullage Driver Mechanical Broom Driver		\$17.83
1	4	Works Supervisor Senior Beach Inspector		\$19.39
2	1	Tradesperson		\$19.17
2	2	Tradesperson Supervisor		\$21.94
1	2	Untrained Food & Liquor Waiters		\$15.54
1	2	Experienced		\$16.56
1	3	Leading Hand		\$17.32
2	3	Casual Chef		\$26.20



SCHEDULE 7.12

**EVANS WEBB SALARY FORMULA RANGE AVAILABLE FOR EACH JOB
EVALUATION POINTS AS AT THE 3/7/00**

<u>Salary System Points</u>	<u>Salary Range 90% of salary</u>	<u>100% of salary</u>
570 points	\$28 598.66 to	\$31 766.29
600 points	\$29 359.60 to	\$32 621.66
660 points	\$30 899.16 to	\$34 332.40
700 points	\$31 925.60 to	\$35 472.89
720 points	\$32 438.82 to	\$36 043.13
750 points	\$33 208.65 to	\$36 898.50
770 points	\$33 721.87 to	\$37 468.74
800 points	\$34 491.70 to	\$38 324.11
830 points	\$35 261.53 to	\$39 179.48
850 points	\$35 774.75 to	\$39 749.72
860 points	\$36 031.36 to	\$40 034.84
870 points	\$36 287.97 to	\$40 319.67
900 points	\$37 057.80 to	\$41 175.33
920 points	\$37 571.02 to	\$41 745.58
950 points	\$38 340.85 to	\$42 600.95
1000 points	\$39 623.90 to	\$44 026.56
1010 points	\$39 880.51 to	\$44 311.68
1020 points	\$40 137.12 to	\$44 596.80
1050 points	\$40 906.95 to	\$45 452.17
1065 points	\$41 291.87 to	\$45 879.65
1085 points	\$41 805.09 to	\$46 450.10
1140 points	\$43 216.45 to	\$48 018.27
1150 points	\$43 473.06 to	\$48 303.40
1160 points	\$43 729.67 to	\$48 588.62
1170 points	\$43 986.28 to	\$48 773.64
1180 points	\$44 242.89 to	\$49 158.76
1215 points	\$45 141.02 to	\$50 156.69
1250 points	\$46 039.16 to	\$51 154.82
1260 points	\$46 295.77 to	\$51 439.74
1300 points	\$47 322.21 to	\$52 580.23
1330 points	\$48 092.04 to	\$53 435.60
1340 points	\$48 348.65 to	\$53 720.72
1350 points	\$48 605.26 to	\$54 005.84
1400 points	\$49 888.31 to	\$55 431.46
1450 points	\$51 171.36 to	\$56 857.07
1480 points	\$51 941.19 to	\$57 712.44
1500 points	\$52 454.41 to	\$58 282.68
1510 points	\$52 711.02 to	\$58 567.80
1540 points	\$53 480.85 to	\$59 423.17
1550 points	\$53 737.46 to	\$59 708.29
1600 points	\$55 020.51 to	\$61 133.90
1615 points	\$55 405.43 to	\$61561.69
1650 points	\$56 303.57 to	\$62 559.62
1660 points	\$56 560.18 to	\$62 844.64
1675 points	\$56 945.09 to	\$63 272.32
1725 points	\$58 228.14 to	\$64 697.94
1750 points	\$58 869.67 to	\$65 410.74



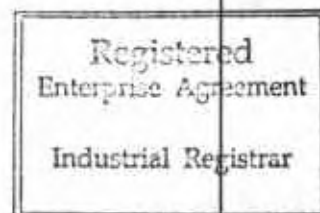
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