

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/221**

**TITLE: Orange City Council Resource Recovery Centre Enterprise Agreement 2001/2004**

**I.R.C. NO: 2001/3878**

**DATE APPROVED/COMMENCEMENT: 22 June 2001**

**TERM: 36 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE: 10 August 2001**

**DATE TERMINATED:**

**NUMBER OF PAGES: 34**

**COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees employed by Orange City Council.**

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

Registered  
Enterprise Agreement  
Industrial Registrar

# **ORANGE CITY COUNCIL**

## **RESOURCE RECOVERY CENTRE ENTERPRISE AGREEMENT**

**2001 - 2004**

Clause No.	Title	Page No.
1	Title and Intention of the Parties	3
2	The Parties	3
3	Duress	3
4	Duration	3
5	Definitions	3
6	Relationship with the Award	4
7	Anti-Discrimination	5
8	Purpose of the Agreement	6
9	Classification Structure and Rates of Pay	8
10	Basis of Pay Increase	9
11	Payment of Employees	10
12	Values	10
13	Expenses	11
14	Residence	11
15	Hours of Work	11
16	Overtime	12
17	Public Holidays	15
18	Leave Provisions	15
19	Part-time Employment	26
20	Casual Employment	27
21	Job Share Employment	27
22	Consultative Committee	27
23	Appointment and Promotion	27
24	Training and Development	28
25	Use of Skills	29
26	Disputes and Grievance Resolution	30
27	Disciplinary Procedures	31
28	Occupational Health and Safety	33
29	Renegotiation of the Agreement	33
30	Signatories to the Agreement	34

## 1. Title and Intention of the Parties

1.1 This Enterprise Agreement is made in accordance with the provisions of sections 29 to 47 of the Industrial Relations Act 1996, and shall be known as the Orange City Council, Resource Recovery Centre Enterprise Agreement and shall provide the basis for determining the entitlements of employees of the Centre in the areas addressed by the Agreement.

1.2 This Agreement shall apply to all employees employed at the Resource Recovery Centre by Council and shall rescind and replace the Orange City Council, Waste Management Facility Enterprise Agreement (EA4 of 1998) which nominally expired on 4 November 2000.

## 2. The Parties

The Parties to this Agreement are Orange City Council and the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division.



## 3. Duress

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

## 4. Duration

The Agreement shall come into operation from the date of approval of the Agreement by the Industrial Relations Commission of New South Wales and shall remain in force for a period of three (3) years.

## 5. Definitions

**Award:** Award shall mean the Local Government (State) Award 2000 and any Award that succeeds this Award.

**Council:** Shall mean Orange City Council.

Union: Shall mean the Federated Municipal and Shire Council Employees' Union of Australia (New South Wales Division).

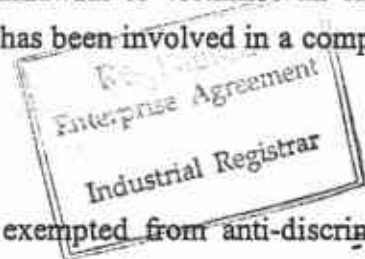
## 6. Relationship with the Award

- 6.1 This Agreement shall be read and interpreted wholly in conjunction with the Award.
- 6.2 This Agreement shall not affect the payment of future Award based increases and there shall be no absorption of such increases for the purposes of this Agreement.
- 6.3 Allowances prescribed as money amounts, which reflect allowances in the Award, shall be varied consistent with increases in these Award allowances.
- 6.4 In the event of any inconsistency between the Award and this Agreement, the Agreement shall prevail to the extent of the inconsistency.
- 6.5 Where this Agreement is silent the Award shall prevail.
- 6.6 The increases prescribed by this Agreement shall be in addition to increases which flow from variations to the Award.



## 7. Anti-Discrimination

- 7.1 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.
- 7.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by the Award 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 that, by its terms or operation, has a direct or indirect discriminatory effect.
- 7.3 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.
- 7.4 Nothing in this clause is to be taken to affect:
- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (ii) offering or providing junior rates of pay to persons under 21 years of age;
  - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (iv) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 7.5 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.



## 8. Purpose of Agreement

- 8.1 The Agreement provides a basis for working together in achieving improved performance and customer service. The skill-based position descriptions for the positions of; Resource Recovery Centre Supervisor and Resource Recovery Centre Operator (Multiskilled), shall form the basis of the staff's work requirements and assessment of performance.
- 8.2 The Agreement reflects a commitment by all employees of Council to act in a responsible manner to each other.
- 8.3 The Agreement also provides an opportunity for improved remuneration and employment security linked to productivity gains and the acquisition of new skills and knowledge.
- 8.4 The Agreement represents a commitment by the Council and its employees to provide a team approach to meet the needs of the community.
- 8.5 The purpose of the Agreement is to allow the parties to enter into the processes of change together to continually improve the quality, efficiency and productivity of Council and to provide improved customer service.
- 8.6 The Agreement reflects a commitment by all employees to participate in broadening the range of skills they exercise, to undertake related training, and where necessary to accept redeployment from a position made redundant. Council shall, in an effort to support this commitment, provide the training necessary to achieve these objectives.
- 8.7 The Agreement aims to achieve the following objectives:
- (i) Establishing a positive direction for the future by working together.
  - (ii) Improving employee remuneration through achievements in productivity and performance management.
  - (iii) Providing a flexible workforce and working arrangements to meet the needs of customers, employees and Council.

- (iv) Increasing employee satisfaction through continuously improving employee relations.
- (v) Developing employee skills which, in turn, will provide enhanced career opportunities and improved job satisfaction.

8.8

- (i) Key performance indicators (KPI's) shall be developed by management within the first six (6) months of the agreement.
- (ii) The Management shall consult with the employees at the facility when developing KPI's.
- (iii) Where there is no agreement between Management and the employees in respect to the KPI's developed the matter shall be handled consistent with the grievance resolution procedure outlined in this agreement.
- (iv) Where the work is performed consistent with the KPI's developed by management and the decision is effectively within Council's control, Council shall not contract out the work associated with the existing operations for a period of three years from the date of registration of the Agreement.





## 9. Classification Structure and Rates of Pay

9.1 The rates of pay for the Resource Recovery Centre shall be determined by reference to the NSW Local Government Job Information Questionnaire. The Questionnaire identifies the skills and accountabilities of all positions and determines a work value point outcome for each position. These work value points are used to establish a grading structure and rates of pay as detailed below.

9.2 The relationship between the work value points scored by the position, the grade and the rate of pay is detailed in the following table.

GRADE	WORK VALUE POINT RANGE	ENTRY LEVEL RATES OF PAY	LEVEL 1 RATES OF PAY	LEVEL 2 RATES OF PAY	LEVEL 3 RATES OF PAY	LEVEL 4 RATES OF PAY
4	161-186	\$656.47	\$676.36	\$703.39	\$731.12	\$760.73
7	241-276	\$731.12	\$760.74	\$791.16	\$822.80	\$855.77

Notes: 1. Table includes the allowance for staff working two thirds of all weekends and all public holidays and the first instalment of the phased increases in pay outlined in clause 10.

2. Table does not include the Disability Allowance as prescribed by the Award, which shall be paid in addition to the rate of pay detailed above.

3. When a holiday occurs on a day on which an employee is rostered off while employed on a seven day a week rotating roster system, the employee shall be paid a day's pay at the ordinary rates in addition to the ordinary week's pay. Council may in lieu of making such additional payment, grant a day's leave for each such holiday that may be taken at such time as is mutually agreed to between Council and the employee.

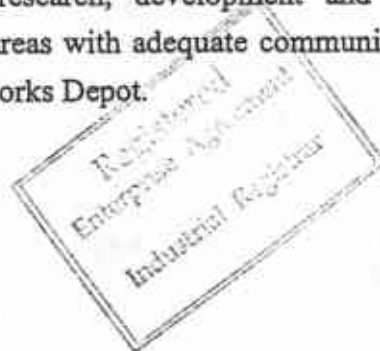
### 9.3 Skill Progression

Upon the anniversary of this Agreement there shall be an annual review of the skills and performance of each employee. Should an employee meet the requirements as specified in the skills based position descriptions, and the Key Performance Indicators as determined, they shall be eligible to receive the increases as specified in subclause

10.2. Disputes in relation to the outcome of the annual review process shall be handled consistent with the grievance resolution procedure detailed in this Agreement.

#### 10. Basis of Pay Increase

- 10.1 The rates of pay as detailed in the table and in sub-clause 9.2 represent an increase of 2.5% on the rates that existed prior to the making of this Agreement. This increase is in recognition of the contribution of staff to the successful operation of the facility.
- 10.2 Employees at the Facility shall receive, in addition to increases in the Award, three (3) increases of 2.5%. The first increase shall be operative from the beginning of the first full pay period to commence on or after the approval of the Agreement by the Industrial Relations Commission of New South Wales and is reflected in the rates of pay detailed in the table in subclause 9.2. The second increase of 2.5% shall be operative on the first anniversary of the date of approval of the Agreement. The third increase of 2.5% shall be operative on the second anniversary of the approval of the Agreement subject to individual staff members having satisfactorily completed a basic computing applications course to be provided by Council..
- 10.3 These phased increases shall recognise and reward the active participation of the employees at the Facility in ongoing research, development and community education, and working alone in isolated areas with adequate communication when relief staff is unavailable from Council's Works Depot.



## 11. Payment of Employees

- 11.1 Council shall pay by the fortnight. Any other period shall be by agreement between Council and the employees affected.
- 11.2 Council shall pay by direct credit to the employee's nominated account. Council shall meet all charges ancillary to such payment.
- 11.3 Employees shall not suffer any reduction in their ordinary pay where they are prevented from attending work due to bushfire or other climatic circumstances beyond their control.
- 11.4 Council shall be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.
- 11.5 Council shall fix a regular pay day for the payment of employees. Council may only pay employees on any other day if an agreement is reached between Council and the employee(s) affected.

## 12. Values

- 12.1 **Customer Service**  
Respect for the individual is integral in all relationships between employees, Council and customers.
- 12.2 **Consultation and Negotiation**  
The parties agree to consult and negotiate in good faith and no party shall seek to take unfair advantage of the other.

The parties will consult jointly in an endeavour to reach agreement with employees about issues and initiatives that affect the workplace and employees.



### 13. Expenses

#### 13.1 Telephone

Where an employee and Council agree that a telephone installed at the employee's residence can be used as a means of communication to such employee the Council shall reimburse the employee the annual rental of such telephone and for the actual charge made for all outward calls made on Council's behalf.

#### 13.2 Expenses

All reasonable expenses, including out-of-pocket, accommodation and travelling expenses, incurred in connection with the employee's duties shall be paid by Council and, where practicable shall be included in the next pay period. The method and mode of travelling and any other travelling arrangements shall be arranged mutually between Council and the employee.

### 14. Residence

Where an employee is supplied by Council with a residence, it shall be of a reasonable standard. The rental value of such residence shall be agreed upon between Council and the employee. The rental value as agreed may be deducted from the pay of the employee.

### 15. Hours of Work

15.1 The ordinary hours of work for staff in the Resource Recovery Centre shall be an average of thirty eight (38) per week.

#### 15.2 Spread of Hours

(i) The ordinary hours for all employees shall be worked between Monday and Sunday inclusive and shall not exceed twelve (12) hours in any one day exclusive of unpaid meal breaks.

(ii) The agreed roster, which is based on a nine (9) day fortnight, shall provide the basis on which ordinary hours are worked.

- (iii) Any agreement, between management and the employees of the facility to alter the spread of hours, or any other feature of the roster, must be genuine with no compulsion to agree.
- (iv) An unpaid meal break of a minimum of 30 minutes shall be given and taken within the first five hours continuous work. Thereafter, a paid meal break not exceeding 20 minutes shall be given and taken after a further five hours continuous work.

## 16. Overtime

### 16.1 General

- (i) Except where otherwise provided all time worked by direction before the agreed commencement of ordinary hours, or after the agreed completion of ordinary hours, shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
- (ii) Overtime worked on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided any overtime worked after 12 noon Saturday shall be at double time.
- (iii) Overtime worked on Sunday shall be paid for at the rate of double time.
- (iv) Overtime shall be claimed within 30 days of it being worked.
- (v) An employee (other than a casual) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that he or she has not had at least ten (10) consecutive hours off duty between those times shall be released after completion of such overtime until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If an employee is instructed to resume work without having had ten (10) consecutive hours off duty, the employee shall be paid at double ordinary rates until released from duty and then shall be entitled to a ten (10) hour break without loss of pay.

This subclause shall not apply to employees on a call back in accordance with this Agreement unless such employees are required to work for four hours or more.

- (vi) Where there is prior agreement between Council and the employee, an employee directed to work in excess of ordinary hours may elect either to be paid the appropriate overtime rate or be granted time in lieu. Where agreement has been reached between management and staff that the overtime shall be taken as time off in lieu, then the time off in lieu shall be accrued at the rate of single time. Time off in lieu shall be taken at a time mutually convenient to the employee and the relevant manager.

#### 16.2 On Call

- (i) For the purposes of this Agreement, an employee shall be deemed to be on-call if required by Council to be available for duty outside of ordinary hours at all times in order to attend emergency and/or breakdown work.
- (ii) Employees who are required to be on-call are not required to remain at their usual place of residence or other place appointed by Council. However, an on-call employee must be able to be contacted and be able to respond within a reasonable time.
- (iii) Employees required to be on call on days when they would ordinarily work, or would have ordinarily worked but for a public holiday, in accordance with clause 15. Hours of Work shall be paid an on call allowance, consistent with the relevant provision of the Award, for each such day the employee is required to be on call.
- (iv) Employees required to be on call on days other than their ordinary working days shall be paid a minimum on call allowance, consistent with the relevant provision of the Award, for each such day the employee is required to be on call.

- (v) Provided that the on call allowances in subclauses (ii) and (iii) of this sub-clause shall not exceed the relevant maximum weekly entitlement as prescribed by the Award, for any one week.
- (vi) Employees on call who are required to work outside their ordinary hours shall be entitled to be paid overtime at the appropriate rate for hours worked and such rate shall be paid from the time that the employee departs for work.
- (vii) For each public holiday an employee is required to be on-call, the employee shall be granted one-half day to be taken at an agreed time.

16.3 Call Back

- (i) For the purposes of this Agreement, an employee shall be deemed to be on a call back if the employee is recalled to work overtime without receiving notice before ceasing work.
- (ii) Any employee who is called back to work as defined in sub-clause (i), shall be paid for a minimum of two (2) hours work at the appropriate overtime rate for each time so recalled. Provided that any subsequent call backs occurring within a four hour period of a call back shall not attract any additional payment. An employee working on call back shall be paid the appropriate overtime rate from the time that such employee departs for work.

Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job that the employee was recalled to perform is completed within a shorter period. This sub-clause shall not apply in cases where the call back is continuous subject to a reasonable meal break with the commencement of ordinary hours.

16.4 Meal Allowance

- (i) An employee who, having been so instructed, works overtime for two hours or more prior to the agreed commencing time shall be paid a meal allowance of \$7.20.

- (ii) An employee who, having been so instructed, works overtime for two hours or more immediately after the agreed finishing time shall be paid a meal allowance of \$7.20.

Thereafter, a further meal allowance of \$7.20 shall be paid after each subsequent four hours worked.

- (iii) An employee who works on a day other than an ordinary working day shall be paid a meal allowance of \$7.20 after each four hours overtime worked.

## 17. Public Holidays

- 17.1 The aggregate rates of pay established for employees of the Resource Recovery Centre have taken into account payment for working all public holidays except Good Friday and Christmas Day. These days shall be observed as holidays by employees of the Facility.
- 17.2 Council shall operate the facility on the Union Picnic Day with a skeleton workforce and the employees not required to work shall be given the Picnic Day off. Employees required to work on Picnic Day shall be paid at the penalty rate of double time and one half for all hours worked.

## 18. Leave Provisions

### 18.1 Sick Leave

- (i) Employees who have completed 30 days service with Council and who are unable, due to sickness, to attend for work shall be entitled during each year of service to fifteen (15) days sick leave on the ordinary rate of pay, subject to the following conditions:
- (a) Council shall be satisfied that the sickness is such that it justifies the time off, and
  - (b) That the illness or injury does not arise from engaging in other employment, and
  - (c) That the proof of illness to justify payment shall be required after two (2) days absence, or after three (3) separate periods in each service year, and



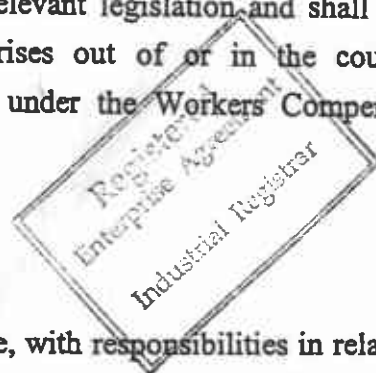
- (d) When requested, proof of illness shall indicate the employee's inability to undertake their normal duties.
- (ii) Proof of illness shall include, but not be limited to, certification from a qualified medical/health practitioner, registered with the appropriate government authority.
- (iii) Council may require employees to attend a doctor nominated by Council at Council's cost.
- (iv) Sick leave shall accumulate from year to year so that the balance of the entitlement to sick leave not taken in any one year of service may be taken in a subsequent year or years. This sub-clause shall not be read as reducing an employee's accumulation of untaken sick leave, at the time of making this Agreement, or affecting the right of an employee to take sick leave.
- (v) Where an employee has had 10 years' service with Council and the sick leave entitlement as prescribed has been exhausted, Council may grant such additional leave as, in its opinion, the circumstances warrant.
- (vi) Where an employee had an entitlement, prior to the making of this Agreement, for the payment of unused sick leave arising out of the termination of employment due to ill-health or death and where such entitlement existed as at 15 February 1993, the following provisions shall apply:
  - (a) In the event of the termination of service of an employee on account of ill-health and Council is satisfied that such ill-health renders the employee unable in the future to perform the duties of such appointed classification, the termination shall not be effected earlier than the date on which the employee's credit of leave at full pay shall be exhausted unless the employee is paid accrued sick leave at full pay to which such employee would be entitled under this clause.
  - (b) When the service of an employee is terminated by death, Council shall pay to the employee's estate the monetary equivalent of any untaken sick leave standing to the employee's credit at the time of death.

- (c) Payment under this sub-clause is limited to sick leave calculated to retirement age in accordance with relevant legislation and shall not be payable if the injury or illness arises out of or in the course of employment which is compensable under the Workers Compensation Act, 1987.

## 18.2 Carers Leave

### Use of Sick Leave

- (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in paragraph (iii)(b) of this clause, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for at Clause 18.1 of this Agreement, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (ii) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (iii) The entitlement to use sick leave in accordance with this clause is subject to:
- (a) the employee being responsible for the care of the person concerned; and
  - (b) the person concerned being:
    - (1) a spouse of the employee; or
    - (2) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
    - (3) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of the spouse, grandparent, grandchild or sibling (including half, foster and step siblings) of the employee or spouse or de facto spouse of the employee; or
    - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis;



or

(5) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

(a) "relative" means a person related by blood, marriage or affinity;

(b) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

(c) "household" means a family group living in the same domestic dwelling.

(iv) An employee shall, wherever practicable, give the Council notice prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(v) Time off in Lieu of Payment of Overtime

An employee may, with the consent of Council, elect to take time off in lieu of payment of overtime accumulated in accordance with the provisions of clause 16.1(vi) of this Agreement for the purpose of providing care and support for a person in accordance with subclause (iii) above.

(vi) Make-up

An employee may elect, with the consent of Council, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement, at the ordinary rate of pay for the purpose of providing care and support for a person in accordance with subclause (iii) above.

(vii) Annual Leave and Leave Without Pay

An employee may elect, with the consent of Council, to take annual leave or leave without pay for the purpose of providing care and support for a person in accordance with subclause (iii) above. Such leave shall be taken in accordance with clauses 18.3 Annual Leave and 18.6 Leave Without Pay of this Agreement.

### 18.3 Annual Leave

(i) Annual leave of absence consisting of 4 weeks at the ordinary rate of pay, exclusive of public holidays observed on working days shall be granted to an employee, after each 12 months service and, except as provided for in (ii), shall be taken on its due date or as soon as is mutually convenient thereafter to Council and the employee.

(ii) Council may direct an employee to take annual leave by giving at least four weeks prior notification in the following circumstances:

- (a) where the employee has accumulated in excess of eight weeks annual leave
- (b) a period of annual close-down of up to 4 weeks, or other period by agreement.

Provided that:

- (1) In the case of employees who are not entitled to annual leave or do not have an entitlement sufficient to cover the period of the close-down, Council shall endeavour to provide meaningful duties as are within the limits of the employee's skill, competence and training for the whole or part of the close-down.
- (2) In the event that meaningful duties are not available the employee may be directed to take leave without pay, or by agreement with Council may take annual leave in advance of the entitlement provided that in the event of the employee leaving employment before the entitlement becomes due, such annual leave shall be repaid by a deduction from the employee's termination pay and such annual leave payment as is due at the time of termination.
- (3) In the event that leave without pay is directed to be taken, such leave shall be regarded as service for the purpose of the accrual of long service leave, sick leave and annual leave.

- (iii) Council shall pay each employee before the commencement of the employee's annual leave.
- (iv) On resignation or termination of employment, Council shall pay to the employee any accrued annual leave. In addition, the employee shall be paid annual leave on a proportionate basis being equal to one twelfth of the employee's ordinary weekly rate of pay for each completed week of service. The amount payable shall be calculated according to the ordinary rate of pay applicable at the date of termination of service.

Provided that the employee shall not receive payment for more than four weeks annual leave for any period of twelve months.

- (v) Where an employee receives a varying rate of pay for 6 months in the aggregate in the preceding 12 month period, the employee's ordinary rate of pay shall be deemed to be the average weekly rate of pay earned during the period actually worked over the 12 months immediately preceding the annual leave or the right to payment under this clause.

#### 18.4 Long Service Leave

- (i) (a) An employee of Council shall be entitled to Long Service Leave at the ordinary rate of pay as follows:-

LENGTH OF SERVICE	ENTITLEMENT
After 10 years' service	13 weeks
After 15 years' service	19.5 weeks
After 20 years' service	30.5 weeks
For every completed period of 5 years' service thereafter	11 weeks

- (b) An employee who has completed at least five years but less than ten years service with Council shall receive the monetary equivalent of a proportionate amount on the basis of 1.3 weeks pay for each year of service computed in monthly periods.

This payment shall be subject to the termination of employment by Council for any cause, other than serious misconduct, or termination by the employee on account of resignation, illness or incapacity or domestic or other pressing necessity or retirement in accordance with relevant legislation or death.

- (c) Where an employee has completed more than ten years service with Council and is terminated for any cause, long service leave shall be deemed to have accrued for the employee's total length of service and an amount equivalent to such long service leave, less such leave already taken, computed in monthly periods and equivalent to 1.3 weeks for each year of service up to 15 years and 2.2 weeks for each year of service from 15 years onwards.
- (ii) (a) Long service leave shall be taken at a time mutually convenient to Council and employee in minimum periods of one (1) day provided that all long service leave accruing on or after 23 June 1988 shall be taken within five years of it falling due.

- (b) Payment to an employee proceeding on long service leave shall be made by Council at the employee's ordinary rate of pay at the time the employee enters upon the leave.
  - (c) An employee who has become entitled to a period of leave and the employee's employment is terminated by resignation, death or dismissal for any cause shall be deemed to have entered upon leave at the date of termination of the employment and shall be entitled to payment accordingly.
- (iii)
- (a) For the purpose of calculating long service leave entitlement in accordance with subclause (i) of this clause all prior continuous service with Orange City Council and any other Council(s) shall be deemed to be service with Council.
  - (b) Continuity of service shall be deemed not to have been broken by assignment of employment from Orange City Council to another, provided the period between cessation of service with one Council and appointment to the service of another Council does not exceed three months and such period is covered by accrued annual and long service leave standing to the credit of the employee at the time of the transfer, provided further that the employee concerned does not engage in work of any kind during the period of paid leave between the cessation of service with one Council and appointment to the service of another Council.
- (iv) For the purpose of this clause, service shall include the following periods:-
- (a) Any period of service with any of Her Majesty's Forces provided that the employee enlisted or was called up direct from the service of a Council, or from Council.
  - (b) In the case of an employee, transferred to the service of a Council of a new or altered area - any period of service with Council from which such employee was transferred.
  - (c) Service shall mean all service with Council irrespective of the classification under which the employee was employed.

- (v) There shall be deducted in the calculation of the employee's service all leave of absence without payment not specifically acknowledged and accepted by Council as service at the time leave was taken.
- (vi) When an employee transfers from Orange City Council to another Council, Orange City Council shall pay to the newly employing Council the monetary equivalent of all long service leave accruing to the employee at the time of transfer. However, an employee who at the time of transfer has completed at least ten years continuous service may elect to be paid the monetary equivalent of the entitlement.

Employees who at the time of transfer elect to be paid the monetary equivalent of their long service leave entitlement shall have that entitlement calculated by multiplying in completed years and months their period of continuous service with Orange City Council, and any other Council(s).

A statement showing all prior continuous service with Orange City Council, and other Council(s) of the employee concerned shall be furnished together with details of the assessment of the amount of money shall be paid into a Long Service Leave Reserve Account and appropriate notations made in Council's Long Service Leave Record.

- (vii) Long service leave shall be exclusive of annual leave and any other holidays as prescribed by clause 18 of this Agreement, occurring during the taking of any period of long service leave.
- (viii) When the service of an employee is terminated by death Council shall pay to the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's decease.
- (ix) Where an employees service is terminated through shortage of work, material or finance or through illness certified by duly qualified medical practitioner and such employee is re-employed by Council within 12 months of termination of service, prior service shall be counted for the purpose of this clause. This subclause does not apply to seasonal employment.



### 18.5 Other Paid Leave

#### (i) Jury Service Leave

An employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by Council an amount equal to the difference between the amount in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

An employee shall notify Council as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give Council proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

#### (ii) Bereavement Leave

Where an employee is absent from duty because of the death of a person in accordance with paragraphs (a) - (e) below and provides satisfactory evidence to Council of such, the employee shall be granted two days leave with pay upon application.

Person in respect to whom bereavement leave may be claimed shall include:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of the spouse, grandparent, grandchild or sibling (including half, foster and step siblings) of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
- (1) "relative" means a person related by blood, marriage or affinity;
  - (2) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
  - (3) "household" means a family group living in the same domestic dwelling.

(iii) **Trade Union Training Leave**

An employee who has been sponsored by the union to attend a course of training conducted by or with the support of their Trade Union, shall be entitled to be paid leave of absence to attend such course; provided that Council shall not be called upon to pay more than 10 days leave per calendar year irrespective of the number of Council employees who attend the aforementioned courses.

(iv) **Union Conference Leave**

An employee of Council who is an accredited delegate to the union's-Annual Conference shall be entitled to be paid leave of absence for the duration of the conference; provided that should there be more than one accredited delegate from Council, such leave with pay is at the discretion of Council.

**18.6 Leave Without Pay**

- (i) Periods of leave without pay may be approved in certain circumstances, shall be taken at a time mutually convenient to Council and the employee, and shall not be regarded as service for the purpose of computing long service leave, sick leave or annual leave. Such periods of leave without pay shall not however, constitute a break in the employees continuity of service.
- (ii) An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.

## 19. Part-time Employment

- 19.1 A part-time employee shall mean an employee who is engaged on the basis of a regular number of hours that are less than the full-time ordinary hours in accordance with clause 15. Hours of Work of this Agreement.
- 19.2 Prior to commencing part-time work the employer and the employee must agree:
- (i) that the employee may work part-time; and
  - (ii) upon the hours to be worked by the employee, the days upon which they will be worked and the commencing times for the work; and
  - (iii) upon the nature of the work to be performed.
- 19.3 The agreement may also stipulate the period of part-time employment. A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement. In such cases overtime shall only be paid where the employee works outside the spread of hours established in the work area.
- 19.4 The terms of the agreement may be varied by consent.
- 19.5 The terms of the agreement or any variation to it must be reduced to writing and retained by Council. A copy of the agreement and any variation to it must be provided to the employee by Council.
- 19.6 Part-time employees shall receive all the conditions prescribed by the agreement on a pro-rata basis of the regular hours worked. An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- 19.7 Where a public holiday falls on a day which a part-time employee would have regularly worked, the employee shall be paid for the hours normally worked on that day.

## **20. Casual Employment**

20.1 A casual employee shall mean an employee engaged on a day to day basis.

20.2 A casual employee shall be paid the hourly rate for ordinary hours worked in accordance with clause 15. Hours of Work.

20.3 Overtime shall be paid where a casual employee works outside the ordinary hours for that position. In cases where there are no ordinary hours for the position, overtime shall be paid for the hours worked in excess of those prescribed in clause 15. Hours of Work.

20.4 In addition the amounts prescribed by 20.2, a twenty percent loading, calculated on the ordinary hourly rate, shall be paid. This loading shall not attract any penalty. This loading shall be paid in lieu of all leave prescribed by the Agreement.

20.5 A casual employee shall not replace an employee of Council on a permanent basis.

## **21. Job Share Employment**

Nothing in this Agreement shall restrict Council's ability to enter into job-sharing arrangements with its employees.

## **22. Consultative Committee**

Council shall maintain a consultative committee consistent with the provisions of the Award.

## **23. Appointment and Promotion**

Where requested in writing internal applicants shall be given the reasons in writing for not being appointed.

## 24. Training and Development

### 24.1 Training Plan

- (i) Council shall develop a training plan consistent with the current and future skill requirements, the size, structure and nature of the operation, and the need to develop vocational skills.
- (ii) The training plan shall be designed in consultation with the consultative committee.
- (iii) The training plan shall, where appropriate, provide for training that is consistent with industry, and/or nationally determined competency based standards.
- (iv) The training plan, shall provide for the assessment and recognition of an employee's current competencies where possible.
- (v) Selection of participants to receive Council required training in accordance with Council's training plan is to be based on merit and the needs of the employee as identified in the employee's performance appraisal.

### 24.2 If an employee is required by Council to undertake training in accordance with Council's training plan:

- (i) Council shall grant the employee paid leave to attend course requirements where the training is undertaken during ordinary working hours.
- (ii) Where the course requirements contain more than a 15% off-the-job component calculated over any 12 month period the extent to which Council will grant paid leave to attend such course requirements shall be specified in the training plan.
- (iii) Council shall pay course fees at the commencement of each stage but shall not pay course fees if the employee is repeating.
- (iv) Council shall either provide transport or pay reasonable travelling expenses to enable employees to attend course requirements, and

(v) Reasonable travel arrangements shall be as agreed.

24.3 Council may grant an employee undertaking a course consistent with Council's training plan, although not at Council's requirement, leave with pay or without pay to attend course requirements provide that the employee gives reasonable notice of such requirements. Where the employee is not granted such leave Council shall give preference in granting annual leave or other accrued leave to attend course requirements provided that the employee gives reasonable notice of such requirements. Council may pay course fees at its discretion.

## 25. Use of Skills

25.1 Council and the Union are committed to improving skill levels and removing impediments to multi-skilling and broadening the range of tasks that the employee may be required to perform.

25.2 Council may direct the employee to carry out such duties as are within the limits of the employee's skill, competence and training.

25.3 An employee required to relieve in a position which is at a higher level within the salary system, shall be paid at least the minimum rate for that Grade in accordance with the salary system, except where the higher level skills have been taken into account within the salary of the relieving employee.

25.4 Payment for use of skills relieving in a higher Grade position shall, unless specified elsewhere in this Agreement, be made for the time actually spent relieving the higher position.



## **26. Disputes and Grievance Resolution**

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

26.2 The parties to this Agreement confirm their commitment to a need for ensuring reliability of performance in the interest of the ratepayers, Council and the employees of Council.

26.3 The aim of this procedure is to ensure that where there is a potential for dispute, agreed steps are followed to ensure prompt resolution of the issue through a process of conciliation where the parties act in good faith. These steps should start at the workplace and involve minimum formality.

### **26.4 Matters Likely to Become Industrial Disputes**

The parties shall respectively notify each other as soon as possible of any industrial matter which in the opinion of that party might give rise to an industrial dispute.

### **26.5 Disputes at Job Level**

In the event of a dispute/grievance arising at job level, the employee(s) and the person in charge shall immediately confer at the job level and shall attempt to resolve the issue without delay.

### **26.6 Lack of Agreement at Job Level**

If no agreement can be reached at job level, a delegate or employee representative shall discuss the matter in dispute with the relevant Manager or his/her representative.

### **26.7 Lack of Agreement at Manager Level.**

If no agreement can be reached at Manager level then discussions shall take place between the General Manager and the employee concerned, or their representative, in order to resolve the issue.

26.8 At any stage in the above procedures, a party to the grievance or dispute may:-

- \* request the involvement of higher level management.
- \* seek assistance from a representative of the Union.
- \* seek assistance from the Local Government Association.
- \* refer the matter to the Industrial Relations Commission of new South Wales.

### 26.9 Continuity of Work

Pending completion of the above procedure, work shall continue as normal without interruption. No party shall engage in provocative action and pending resolution of the dispute the circumstances existing prior to the dispute shall continue.



## 27. Disciplinary Procedures

27.1 Where an employee's work performance or conduct is considered to be unsatisfactory, the employee shall be informed in the first instance of the nature of the unsatisfactory performance or conduct and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer or nominee of Council.

Unsatisfactory work performance or conduct shall include, but not be limited to, neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record shall be kept on the appropriate file of such initial warning. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.

27.2 Where there is a reoccurrence of the unsatisfactory performance or conduct, the employee shall be warned formally in writing by the appropriate officer of Council and counselled.

Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record shall be kept of such formal warning and counselling. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.

27.3 If the employee's unsatisfactory performance or conduct continues or resumes following the formal warning and counselling, the employee shall be given a final warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.



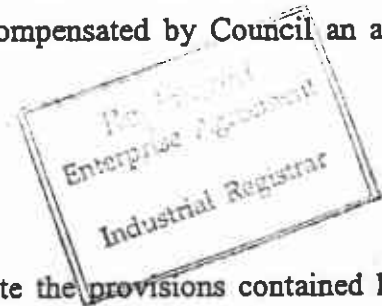
- 27.4 If the employee's performance or conduct does not improve after the final warning further disciplinary action shall be taken.
- 27.5 This shall not affect the right of Council to take other disciplinary action before and/or during the above procedure in cases of misconduct or where the employee's performance warrants such action.
- 27.6 At any stage during this procedure Council may immediately suspend an employee without pay.
- 27.7 At any stage during this procedure Council shall be entitled to demote an employee to a lower paid position, provided that Council shall give not less than two weeks notice in writing of its intention to demote.
- 27.8 Nothing in this clause prevents Council from terminating an employee's service in accordance with clause 28. Termination of Employment of this Agreement.
- 27.9 Either Council or the employee may request the presence of a Union representative at any stage in the above procedure.
- 27.10 This procedure shall not affect either party's right to notify the Industrial Registrar as to the existence of an industrial dispute.
- 27.11 Employees shall have access to their personal files and may take notes and/or obtain copies of the contents of the file.
- 27.12 In the event that an employee is of the opinion that any disciplinary or other record contained on their personal file is incorrect, out of date, incomplete or misleading, such employee may make application to the General Manager, for the deletion or appropriate amendments of such record.

## 28. Occupational Health and Safety

- 28.1 Council shall supply employees with protective clothing suitable to the nature of the work performed and the work environment.
- 28.2 Vehicles and plant used in the collection, transportation and disposal of waste, tar patching, patrol grading or like duties shall be of high visibility and fitted with a flashing light or light visible from all points around the vehicle.
- 28.3 Council shall provide oil or other suitable solvent to employees for the removal of creosote, tar, bitumen emulsions or other similar preparations.
- 28.4 Where any acidic or caustic products are used by employees, adequate facilities shall be provided to enable them to wash any affected areas and an adequate quantity of barrier cream shall be provided.
- 28.5 Employees shall be supplied with sufficient cool water containers to ensure that adequate clean, cool drinking water is available throughout the day.
- 28.6 No employee shall be required to work alone outside of built up areas without all available communications to allow continuous contact in all conditions.
- 28.7 Where an employee during the course of work, sustains damage to clothing by fire, molten metal, tar or any corrosive substances which is not attributable to the employee's negligence, the employee shall be compensated by Council an agreed amount.

## 29. Renegotiation of the Agreement

The parties to this Agreement shall meet to renegotiate the provisions contained herein three (3) months prior to the date of its cessation. Should there be no agreement between the parties the existing provisions shall remain in force until rescinded by the making of a new Enterprise Agreement.




**30. Signatories to the Agreement**

In signing this Agreement, the parties agree that the rates of pay and the implementation of the conditions provided for in this Agreement will take effect from the date of approval of the Agreement by the Industrial Relations Commission of New South Wales.

SIGNED on behalf of  
ORANGE CITY  
COUNCIL  
in the presence of

)  
)  
)

  
.....  
General Manager

  
.....  
Witness

SIGNED on behalf of the  
FEDERATED MUNICIPAL & SHIRE  
COUNCIL EMPLOYEES' UNION OF  
AUSTRALIA, NEW SOUTH WALES  
DIVISION  
in the presence of

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.....  
General Secretary

  
.....  
Witness