

Exr 1



**Waverley Council  
Conditions Enterprise Agreement 2010**

# Waverley Council Conditions Enterprise Agreement 2010

## Recital

- A. Management, Employees and the Union(s) will work together in a team environment to ensure effective communication and consultation is maintained and that further opportunities to improve and enhance Council services are identified and introduced to assist in the ongoing security of Council employment in the long term.



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# 1 Title and Intention of the Parties

1.1 This Enterprise Agreement will be known as the Waverley Council Conditions Enterprise Agreement 2010 (referred to as **Agreement**).

1.2 This Enterprise Agreement is made in accordance with:

- (a) the provisions of sections 29 to 47 of the *Industrial Relations Act* 1996 (NSW); and
- (b) the principles for approving Enterprise Agreements as provided by section 33(1) of the Act.

# 2 The Parties

2.1 The Parties to this Agreement are:

- (a) Waverley Council (referred to as **Council**);  
and on behalf of Employees eligible to be members,
- (b) The United Services Union, New South Wales Branch (referred to as **USU**), Local Government Engineers Associations, New South Wales Branch (referred to as **LGEA**) and Development and Environmental Professionals' Association, New South Wales Branch (referred to as **DEPA**).

# 3 Definitions

Act	Means the <i>Industrial Relations Act</i> 1996 (NSW) as amended from time to time.
Agreements	Means all operational Waverley Council Enterprise Agreements and Council Agreements that apply to particular Employees.
Award	Means the Local Government (State) Award as amended or replaced from time to time.
Base Rate of Pay	Means the amount payable to an Employee for their classification under Council's salary system. This excludes all allowances.
Employee	Means full-time, part-time, fixed term and maximum term, Regular and Systematic Casual Employees and Other Casual Employees of Waverley Council paid through Council's salary system employed under the Award. Conditions for part-time and casual Employees are limited to hours rostered to work and are provided on a pro-rata basis or as otherwise specified in individual clauses. Employee does not include those engaged through labour hire arrangements or contractors.
Fixed Term or Maximum Term Employees	Means an Employee who is employed for a specific period of time or employed for a specific task. Fixed Term or Maximum Term contracts will not normally be renewed and an Employee employed on this basis has no expectation of ongoing employment as set out in clause 29 of the Award.  A Fixed Term or a Maximum Term Employee will not replace an Employee of Council on a permanent basis.
Other Agreements	Means any existing Council agreements other than this Agreement.

Other Casual Employees	Means an Employee employed on a casual basis who is not a Regular and Systematic Casual Employee.
Ordinary Time Earnings	Means remuneration for an Employee's normal weekly number of hours of work calculated at the Base Rate of Pay and inclusive of the following allowances and penalties: <ul style="list-style-type: none"> <li>• Saturday, Sunday shift penalties;</li> <li>• Disability allowances;</li> <li>• Climatic, west of the line allowance;</li> <li>• Tool allowances;</li> <li>• On call allowances;</li> <li>• First Aid allowances;</li> <li>• Community Language and Signing work allowances;</li> <li>• Service Margin; and</li> <li>• Market Adjustment.</li> </ul>
Regular and Systematic Casual Employees	Means an Employee employed on a casual basis for at least 1 year's continuous service with Council who has worked an average of 14 hours per week over that year and worked these hours in at least 40 weeks of that year. Continuity of service for a casual Employee is broken by breaks in employment of 3 months or greater, excluding absences related to parental or maternity leave of absence. Provisions for these Employees apply during the life of this Agreement and are not retrospective.
Sick Leave Bank A	Means sick leave accrued after 15 February 1993 and for which Employees are not paid out on termination of employment or at any other time.
Sick Leave Bank B	Means the balance of sick leave, if any, credited to an employee's Sick Leave Bank B under the <i>Waverley Council Conditions Enterprise Agreement 2005</i> as at close of business on 31 August 2010. This includes any Sick Bank C entitlements that were paid out, or incorporated into an Employee's Sick Leave Bank B, under the <i>Waverley Council Conditions Enterprise Agreement 2005</i> .
Sick Leave Accrual Year & Anniversary Date	Means the anniversary date of commencement of employment with Council as a Permanent, Fixed Term or Maximum Term Employee provided continuity of service has been maintained.
Year	Means a calendar year from 1 January to 31 December.

#### 4 Duress

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

#### 5 Duration and Purpose

5.1 This Agreement will come into effect from 31 August 2010 and will remain in force for a period of 3 years unless varied or terminated earlier under the provisions provided by the *Industrial Relations Act 1996 (NSW)*.

#### 6 No Extra Claims

6.1 No extra claims will be made during the life of the Agreement.

## 7 Anti-Discrimination

7.1 Award clause 3 – Anti-Discrimination will apply to this Agreement.

## 8 Purpose

8.1 The purpose of this Agreement is:

- (a) to provide a set of conditions that are financially sustainable; and
- (b) to drive productivity;
- (c) whilst providing ethical and fair conditions for all Council Employees.

## 9 Application

9.1 This Agreement applies to all Award Employees who are members, or eligible to be members, of the USU, LGEA and DEPA. Some conditions in this Agreement only apply to certain categories of Employees as indicated in clause 10 of this Agreement.

## 10 Categories of Employees

Categories of Employees	Applicable clauses
Permanent Employees	All clauses are applicable to Permanent Employees, with effect from the date of becoming a Permanent Employee, or the date of this Agreement commencing effect, whichever is later (unless stated otherwise in the body of this Agreement).
Fixed Term or Maximum Term Employees	All clauses are applicable to Fixed Term Employees or Maximum Term Employees, except clause 17.4 of this Agreement with effect from the date of becoming a Fixed Term Employee (or the date of this Agreement commencing effect, whichever is later).
Regular and Systematic Casual Employees	This Agreement is not applicable to Regular and Systematic Casual Employees except for clauses 1 to 14, 17.5, 17.7.1, 18.1, 18.2, 18.3 and 19, with effect from the date of becoming a Regular and Systematic Casual Employee (or the date of this Agreement commencing effect, whichever is later).
Other Casuals	This Agreement is not applicable to Other Casual Employees except for clauses 1 to 14, 17.5, 18.2, 18.3 and 19.

## 11 Access to Agreement Conditions

11.1 Access to the conditions in this Agreement for Permanent Employees and Fixed Term or Maximum Term Employees, is subject to the successful completion of an Employee's probation review period. In the event that the probation review period is extended the Employee will not be entitled to the conditions in this Agreement until they have successfully passed their extended probation review period subject to clause 11.3 below.

11.2 Access to the conditions in this Agreement for Regular and Systematic Casual Employees and Other Casual Employees is subject to the completion of a three month period of satisfactory service.

- 11.3 The provisions in clauses 17.2 (Sick Leave) and 17.6 (Long Service Leave) of this Agreement will apply from an Employee's commencement date at Council.
- 11.4 Employees who are subject to a formal warning and/or have failed their most recent skills and performance assessment that year will not have access to the provisions in clause 17.8 (Industrial Days). 17.10
- 11.5 An employee must receive a satisfactory skills and performance assessment and must not be subject to a formal warning in each year of the relevant 5 year period as it relates to the calculation of the provisions in clause 15.1 (Service Margin). Each year that an Employee fails their skills and performance assessment and/or receives a formal warning, will defer the Service Margin increase by one year.

## 12 Relationship to Award, Other Agreements and Policies

- 12.1 The Local Government (State) Award, existing Other Council Agreements and Council policies do not form part of and are not incorporated into this Agreement.
- 12.2 This Agreement will not affect the payment of Award based increases and there will be no absorption of such increases for the purposes of this Agreement. In the event of any inconsistency between the Award and this Agreement, the Agreement will prevail to the extent of the inconsistency. Where this Agreement is silent the Award will prevail.
- 12.3 In the event of any inconsistency between this Agreement and any Other Agreement, this Agreement will prevail to the extent of the inconsistency, unless otherwise stated.

## 13 Principles

- 13.1 The parties to this Agreement are committed to identifying and implementing strategies that reflect Council's values and make measurable improvements in productivity. Council's values include:
- ✓ Working Ethically
  - ✓ Respect for all
  - ✓ Working Together
  - ✓ Great Customer Service
  - ✓ Getting the job done safely and on time
  - ✓ Great Leadership

## 14 Grievance and Dispute Resolution Procedures

- 14.1 Award clause 30, Grievance and Dispute Procedures will apply to any disputes in relation to this Agreement.

## 15 Pay Provisions

### 15.1 Service Margin

- (a) In addition to the Base Rate of Pay prescribed by Council's salary system, Council will pay to each Employee during the life of this Agreement the percentage Service Margins prescribed in this clause subject to the eligibility requirements in clauses 10 and 11 of this Agreement. The percentage increases will be applied to the Base Rate of Pay for the Employee for all purposes and for the calculation of Award or statutory entitlements, or entitlements conferred pursuant to the terms of this Agreement, as follows:
- (i) after five (5) years of continuous service an additional amount equal to 1% of the appropriate Base Rate of Pay prescribed by Council's salary system; and

- (ii) for every additional five (5) years of continuous service a further amount equal to 1% of the appropriate Base Rate of Pay prescribed by Council's salary system.
- (b) The maximum Service Margin for any eligible Employee will be 5%. The exception relates to any Employee who was in receipt of a Service Margin in excess of 5% as at 1 January 2005. For such Employees Service Margin will be maintained at the rate applicable as at 1 January 2005 for the duration of this Agreement.
- (c) Casual Employees (whether a Regular and Systematic Casual Employee or Other Casual Employee) are not entitled to receive a Service Margin.

## 15.2 Fixed Roster Public Holiday Arrangements

- (a) The Award provides for Employees on rotating seven-day week rosters who are rostered off on the day a public holiday falls, and who do not work on the public holiday, to receive either time in lieu of overtime for the day calculated on their Base Rate of Pay. This arrangement is extended to Permanent Employees, Fixed Term Employees or Maximum Term Employees, on a fixed roster whose regular days off in the week fall on fixed weekdays not the weekend.

## 15.3 Disability Allowance

- (a) Council will pay the disability allowance set out from time to time in subclause 13(i) and Table 2 of Part B of the Award to any Employees engaged in, and performing the work of, the following positions:
  - (i) Parks Maintenance Officer
  - (ii) Bondi Beach Parks, Team Leader
  - (iii) Bondi Beach Parks, Team Member
  - (iv) Bondi Beach Parks, Gardener
  - (v) Marks Park, Gardener
  - (vi) Coastal Walk, Team Member
  - (vii) Tamarama Park, Team Leader
  - (viii) Tamarama Park, Team Member
  - (ix) Bronte Park, Team Leader
  - (x) Bronte Park, Team Members
  - (xi) Plant Operator – Beach Cleaning
  - (xii) Public Places Cleansing, Team Leader
  - (xiii) Public Places Cleansing, Casual Team Members

The benefits set out in this clause replace any right to a lower disability allowance under the Award for positions listed in clause 15.3(a) of this Agreement. This clause 15.3 is not intended to affect the continuing payment of disability allowance under subclause 13(i) and Table 2 of Part B of the Award to any Employee who has a right to that allowance under the Award.

## 16 Attendance Provisions

### 16.1 Flexible Working Hours

- (a) Council is committed to providing flexible working arrangements. Employees covered by this Agreement will be subject to Council's flexible work arrangements policy, which may be amended from time-to-time in consultation with the Consultative Committee.



## 17 Leave Provisions

### 17.1 Leave Documentation

- (a) Employees who intend to take or who have taken leave must complete the appropriate leave application within Council's required timeframe and provide any required supporting documentation to be eligible for payment of such leave.

### 17.2 Sick Leave

- (a) Sick Leave will accrue and be taken consistent with the provisions of the Award. Where an Employee has a period of leave without pay, sick leave accrual will be on a pro rata basis and there will be no effect on the sick leave anniversary date.
- (b) An Employee must provide a medical certificate:
  - (i) for any sick leave taken longer than two days; or
  - (ii) after 3 accumulated uncertified days of sick and/or carer's leave in any three month period from 1 January to 31 March, or 1 April to 30 June, or from 1 July to 30 September, or 1 October to 31 December; and
- (c) If a leave form is not completed and/or a medical certificate is not provided within 1 week of return to work from a sick leave absence, the period of absence will be unpaid. In extraordinary circumstances and at the discretion of the Director the Employee is able to use any other leave available.

### 17.3 Access to Sick Leave to attend specialists

- (a) Employees may, in extraordinary circumstances and at the discretion of their Divisional Manager, use accrued sick leave for specialist medical or specialist dental appointments which cannot be scheduled at times other than during working hours.
- (b) It is the expectation that Employees will schedule such specialist medical or specialist dental appointments toward the beginning or end of their work shifts or on their annual leave, rostered day off or flexi day, to minimize the amount of time away from work.
- (c) Employees must provide reasonable notice to their supervisor prior to the specialist medical or specialist dental appointment.
- (d) Employees who schedule specialist medical or specialist dental appointments and request the use of sick leave must provide the following information within two working days after the appointment(s):
  - (i) the appointment(s) date, time, duration; and
  - (ii) a medical certificate with confirmation that the Employee was not able to work any or part of the day due to the medical treatment or condition.
- (e) Upon timely receipt of the information set out in clause 17.3(d) sick leave may be approved. Where a medical certificate is not provided and the Divisional Manager is not satisfied with the documentation provided regarding the absence, they will advise the Pay Office that the leave will be regarded as leave without pay.

## 17.4 Paid Out Sick Leave and Gratuity

- (a) Any sick leave taken by an eligible Employee after the commencement date of this Agreement will be deducted first from Sick Leave Bank A then from Sick Leave Bank B when Sick Leave Bank A is exhausted.
- (b) The provisions of the *Waverley Council Conditions Enterprise Agreement 2005* and any predecessor agreement, such as the *Waverley Council Conditions Enterprise Agreement 1997*, dealing with Gratuity Bank or the pay out of accrued Sick Leave are entirely rescinded by this Agreement.

## 17.5 Policy

- (a) Employees covered by this Agreement may be separately subject to Council's policies, which may be amended from time-to-time in consultation with the Consultative Committee and the Union(s).
- (b) A number of conditions set out in the *Waverley Council Conditions Enterprise Agreement 2005* have been integrated into Council policies. These include the following policies:
  - (i) Military and Civil Emergencies Leave
  - (ii) Religious & Ceremonial Leave
  - (iii) Studies Assistance

## 17.6 Long Service Leave

- (a) Long service leave entitlements will accrue as provided in the Award. Long service leave that accrues after 31 December 2001 must be taken within 5 years of the accrual date.
- (b) Long service leave that accrued between 6 January 1997 and 31 December 2001 must have been taken within 5 years of the accrual date.
- (c) Long service leave that accrued prior to 6 January 1997 may be preserved until termination.
- (d) Where an Employee has not taken long service leave in accordance with this Agreement a Director may direct the Employee to take excess long service leave accrued at a time convenient to Council. The Employee will be given reasonable notice to take the excess long service leave. The notice given to the Employee will be no less than three months.
- (e) Any long service leave taken prior to 31 December 2001 will be deemed to have been taken from the leave that accrued after 6 January 1997. This means that any long service leave that accrued prior to 6 January 1997 may remain preserved until termination.
- (f) Employees who propose to take their accrued long service leave in periods greater than 1 month should provide their supervisor with at least 3 months notice.

## 17.7 Parental Leave

### 17.7.1 Maternity Leave

- (a) This clause applies to all female Permanent Employees who have had 12 months continuous service with Council immediately prior to the commencement of Maternity Leave or Special Maternity Leave and to female Regular and Systematic Casual Employees employed by Council for at least 12 months prior to the commencement of Maternity Leave or Special Maternity Leave.
- (b) Parental Leave and paid Maternity Leave will be taken subject to the provisions set out in clause 19E and 19F of the Award. Paid Maternity Leave means leave taken by a female Employee in connection with the pregnancy or the birth of a child of the Employee.

- (c) Special Maternity Leave means leave taken by a female Employee where the pregnancy of the Employee terminates before the expected date of birth (other than by the birth of a living child), or where the Employee suffers illness related to the pregnancy and the Employee is not then on paid Maternity Leave; provided that a medical practitioner certifies such leave to be necessary before the Employee's return to work.
- (d) Paid Maternity Leave and Special Maternity Leave consist of an unbroken period of leave.
- (e) An Employee will be entitled to a total of 18 weeks' paid Maternity Leave, or Special Maternity Leave on full pay or 36 weeks' paid Maternity Leave or Special Maternity Leave on half pay, or a combination of full pay and half pay, subject to the provisions of clause 19F of the Award. In the event that the paid Maternity Leave standards in the Award are varied over the life of this Agreement, Council will increase the quantum of paid Maternity Leave such that an eligible Employee will be entitled to one week's Paid Maternity Leave or Special Maternity Leave on full pay (or two weeks on half pay) in excess of the standard prescribed by the Award up to a maximum of 26 weeks. Maternity Leave and Special Maternity Leave provisions will apply to Employees provided that it is not combined with an application for Long Parental Leave for Primary Care by the Employee or their partner.
- (f) Where Employees wish to share primary care of a newborn, Long Parental Leave provisions will apply.
- (g) To determine the appropriate Ordinary Time Earnings to be paid to a Regular and Systematic Casual Employee whilst on Maternity Leave or Special Maternity Leave, Council will calculate the average of the weekly Ordinary Time Earnings made to that Employee over the six months prior to commencing leave.

#### 17.7.2 Short Parental Leave

- (a) Short Parental Leave may be taken in addition to the conditions set out in clause 19G of the Award.
- (b) Short Parental Leave may be taken by an Employee in connection with the birth of a child or their adoption of a child of less than six months of age. Short Parental Leave consists of a maximum unbroken period of 1 week leave at the employee's Ordinary Time Earnings. Short Parental Leave cannot be applied for in combination with Long Parental Leave for Primary Care or Maternity Leave.
- (c) This paid leave shall not extend the maximum period of leave as prescribed by the *Industrial Relations Act 1996*.
- (d) Short Parental Leave granted will be considered as service with Council for all purposes.

#### 17.7.3 Long Parental Leave

- (a) Long Parental Leave for Primary Care is available for Employees in connection with the birth of a child, or adoption of a child less than six months of age. Long Parental Leave for Primary Care is not available in conjunction with a grant of Maternity Leave for an employee's partner.
- (b) Long Parental Leave is for the primary care of a newborn or adopted child under 6 months of age. In cases where primary care is not being provided by a birth mother, the parent applying for leave under this provision must provide evidence that they are the primary carer of the adopted or new born child. This evidence may be in the form of a medical certificate of completion of a Doctor's Declaration form by the family doctor.
- (c) Only one parent can provide primary care for a new born or adopted child at any one time. In the case of multiple births, medical evidence must be provided to support the need for primary care from both parents.
- (d) Long Parental Leave consists of a maximum unbroken period of six weeks' leave at the Employee's Ordinary Time Earnings.

- (e) Where both parents are employed by Council, the maximum combined Long Parental Leave, Paid Maternity Leave and Special Maternity Leave available will be limited to the equivalent of 18 weeks' total leave on full pay (with pro rata adjustments for any Paid Maternity Leave or Special Maternity Leave taken on half pay). In the event that the paid Maternity Leave standards in the Award are varied over the life of this Agreement, such that the maximum amount of Paid Maternity Leave or Special Maternity Leave available to Council employees is increased above the equivalent of 18 weeks of leave on full pay, then the cap under this clause will rise to the same level.
- (f) A male Employee who has applied for Short Parental leave may access Long Parental Leave provided that the period of leave does not exceed six weeks.
- (g) The paid leave shall not extend the maximum period of leave as prescribed by the *Industrial Relations Act 1996*.

#### 17.8 Bereavement Leave

- (a) Bereavement Leave will be taken subject to the conditions set out in clause 191 of the Award.
- (b) In special circumstances additional Bereavement Leave may be granted up to a maximum of 1 week's leave. Such additional leave will be at the discretion of the Divisional Manager Human Resources and Organisational Development and will be subject to the Employee passing their probation review period.
- (c) In addition to the Award provisions Council will allow Bereavement Leave to be taken in relation to a significant other. A significant other is a person from one of the following categories:
  - (i) Aunt
  - (ii) Uncle
  - (iii) Cousin
  - (iv) Niece
  - (v) Nephew
- (d) If applying for Bereavement Leave an Employee must produce written evidence of a death in the family or a significant other. Acceptable evidence includes:
  - (i) Death notice from newspaper
  - (ii) Booklet from funeral
- (e) If a leave form and satisfactory evidence of the bereavement/relationship is not provided within 1 week of return to work, the period will be unpaid.

#### 17.9 Carer's Leave

- (a) Carer's Leave will be taken subject to the conditions set out in clause 19B of the Award.
- (b) Employees may use their Sick Leave balance to provide care and support for a family member or significant other when they are ill, or who require care due to an unexpected emergency.
- (c) In addition to the Award Conditions Council will allow Carer's Leave for a significant other. A significant other is a person from one of the following categories:
  - (i) Aunt
  - (ii) Uncle
  - (iii) Cousin
  - (iv) Niece
  - (v) Nephew
- (d) When taking Carer's/Sick Leave, Employees must provide a medical certificate.

- (i) for any sick leave taken longer than two days; or
  - (ii) after 3 accumulated uncertified days of sick and/or carer's leave in any three month period from 1 January to 31 March, or 1 April to 30 June, or from 1 July to 30 September, or 1 October to 31 December;
  - (iii) that clearly states that the person being cared for is ill and that the illness is such that the person requires the presence of a carer for the duration of the absence; and
  - (iv) that substantiates the relationship between the carer and the person being cared for.
- (e) Employees are expected to notify their immediate manager/supervisor prior to starting time when they are required to provide care and support to a person as set out above and indicate their expected length of absence.
  - (f) If a leave application is not completed by the Employee and/or a required medical certificate is not provided within one (1) week of return to work from Carer's Leave absence, the period of absence will be unpaid.
  - (g) An Employee must not take Carer's Leave where another person has taken leave to care for the same person. If another carer was present, e.g. both parents, the employee needs to justify reasons for both parents providing the primary care, e.g. in the case of a significant illness and/or hospitalisation.

### 17.10 Industrial Days

- (a) Employees will be entitled to 3 Industrial Days' leave in addition to their Award leave entitlements.
- (b) These additional Industrial Days' leave may be used to cover the close down of any Council functions between Christmas/Boxing Day and New Year's Day. Where the function in which an Employee works is not subject to close down or the Employee works as a skeleton Employee during this period, the leave will be taken by 31 December of the following year. Where an Employee does not take his or her Industrial Days on or before 31 December of the following year the leave will be forfeited.
- (c) Should an Employee be called back to work during the period of leave prescribed by this clause 17.10 the call-back provisions of the Award will apply as if the days were Award holidays.
- (d) Industrial Days may be used for any range of purposes, including but not limited to:
  - (i) to supplement Annual Leave; or
  - (ii) as an alternative to Carer's Leave; or
  - (iii) for moving house; or
  - (iv) to attend a graduation ceremony of an immediate family member or significant other (as defined under Carer's Leave above); or
  - (v) for Religious & Ceremonial Purposes.
- (e) Where an Industrial Day is taken to supplement Annual Leave, or to be used for moving house or to attend a graduation ceremony, at least 2 weeks' prior notice must be given by the Employee. Industrial Days used to supplement Annual Leave may only be taken on weekdays.
- (f) Where an Industrial Day is taken in lieu of Carer's Leave and prior notice is not given, the employee must provide evidence of the need for leave consistent with Council's Carer's Leave policy.
- (g) Industrial Days may be taken as a block of 3 days or as single days leave.
- (h) The taking of an Industrial Day is subject to the same leave approval requirements as Annual Leave.

## **17.11 Concessional Leave for Child Care Centre Employees**

- (a) The public contact involved in child care work and the relative difficulty of establishing similar systems of rostered time off as other areas of Council's operations will be recompensed by the provision of 3 days' Concessional Leave. The Concessional Leave will be taken at the Employee's discretion to ensure the well being of the Employee. Concessional Leave will not accumulate and must be taken in the year in which it falls due.
- (b) Concessional Leave for Child Care Centre Employees will be provided by Council on the following conditions:
  - (i) Child Care Centre Employees continue to operate a system of working hours which involves taking 1 rostered day off (RDO) in each 4-week cycle; and
  - (ii) The parties to this Agreement agree that the circumstances which apply to child care Employees are unique and no precedent is established for the extension of this benefit to other areas of Council.

## **18 Other Provisions**

### **18.1 Access to Child Care**

- (a) Council will provide up to 8 Child Care places per year in a Council Child Care Centre (currently Gardiner CCC) for the children of Council Employees. Places are available for children between the ages of 0 to 3 years. Access to places will be dependent on the Employee registering the child for enrolment as early in the pregnancy as possible and maintaining up-to-date contact details with the Child Care Centre. Places will be allocated based on availability and order of registration. This provision is not in addition to the 5 places provided in the *Waverley Council Policy Manual for Child Care, No 4, Admissions*.

### **18.2 Union access to induction**

- (a) All Unions will be given the opportunity to provide written information and other relevant documentation to new Employees about the benefits of union membership at the time that they enter employment.

### **18.3 Delegates Charter**


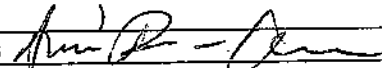
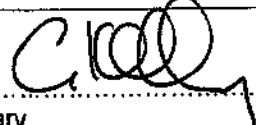
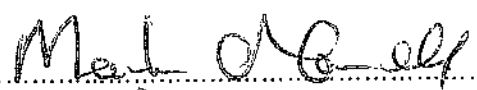
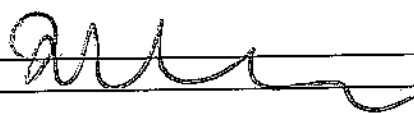
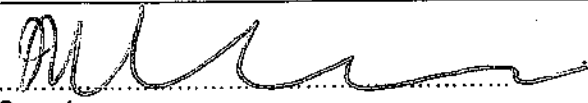
- (a) Workplace delegates and representatives shall have:
  - (i) The right to be treated fairly and to perform their role as workplace delegate without any discrimination in their employment;
  - (ii) The right to formal recognition by the employer that endorsed workplace delegates speak on behalf of their colleagues in the workplace;
  - (iii) The right to bargain collectively on behalf of those they represent;
  - (iv) The right to consultation, and access to reasonable information about the workplace and the business;
  - (v) The right to reasonable paid time to represent the interests of members to the employer and industrial tribunals;
  - (vi) The right to reasonable paid time during normal hours to consult with union members;

- (vii) The right to reasonable paid time off during normal working hours to consult with colleagues in the workplace;
- (viii) The right to reasonable paid time off to participate in the operation of the union;
- (ix) The right to reasonable paid time off to attend accredited union education;
- (x) The right to reasonable access to telephone, facsimile, photocopying, internet and e-mail facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union;
- (xi) The right to place union information on a notice board in a prominent location in the workplace;
- (xii) The right to take reasonable accrued leave or reasonable unpaid leave to work with the union.

These rights are basic and fair.

## 19 Declaration

The parties declare that this Agreement has been genuinely arrived at by negotiation and without compulsion.

SIGNED on behalf of WAVERLEY COUNCIL in the presence of	) )	 ..... General Manager
Witness 		
SIGNED on behalf of United Services Union in the presence of	) )	 ..... Secretary
Witness		
SIGNED on behalf of Local Government Engineers Associations in the presence of	) )	 ..... <del>Secretary</del> DIRECTOR
Witness 		
SIGNED on behalf of Development and Environmental Professionals' Association in the presence of	) )	 ..... Secretary
Witness 