

# ENTERPRISE AGREEMENT

NO. EA 98/152  
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DATE REGISTERED 14-4-98  
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PRICE \$80.00  
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**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA98/152**

**TITLE: Orange City Council Street Sweeping Enterprise Agreement**

**I.R.C. NO: 98/1686**

**DATE APPROVED/COMMENCEMENT: 14 April 1998**

**TERM: 36 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 40**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Applies to all employees employed in the cleaning of streets, footpaths and associated areas by Council.**

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

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**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, Street Sweeping Enterprise Agreement and shall provide the basis for determining the entitlements of employees in the areas addressed by the Agreement.
- 1.2 This Agreement shall apply to all employees employed in the cleaning of streets, footpaths and associated areas by Council and shall supersede all existing arrangements and claims relating to pay and conditions.



**2. The Parties**

The parties to this Agreement are Orange City Council (herein after referred to as the Council) and the Federated Municipal and Shire Employees' Union of Australia (New South Wales Division) (herein after referred to as the Union).

**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 registration by the parties and shall remain in force for a period of three (3) years.

**5. Definitions**

- Award: Award shall mean the Local Government (State) 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 wholly replace the Award and shall provide the basis for determining the rates of pay and conditions of employment of employees employed by Council in the cleaning of streets, footpaths and associated facilities.
- 6.2 Increases in rates of pay and allowances which occur in the Award shall be reflected by increases in this Agreement. Such increases shall be of the same quantum and operative on the same date as increases in the Award.

## 7. Purpose of Agreement

- 7.1 The Agreement provides a basis for working together in achieving improved performance and customer service.
- 7.2 The Agreement reflects a commitment by all employees of Council to act in a responsible manner to each other.
- 7.3 The Agreement also provides for employment security linked to the achievement of key performance indicators.
- 7.4 The Agreement represents a commitment by the Council and its employees to provide a team approach to meet the needs of the community.
- 7.5 The purpose of the Agreement is to allow the parties to enter into the process of change together to continually improve the quality, efficiency and productivity of Council, providing improved customer service.
- 7.6 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.
- 7.7 The Agreement aims to achieve the following objectives:
- (i) Establishing a positive direction for the future by working together.
  - (ii) Providing a flexible workforce and working arrangements to meet the needs of customers, employees and Council.
  - (iii) Increasing employee satisfaction through continuously improving employee relations.
- 7.8 Where the work is performed consistent with the Key Performance Indicators provided for in Clause 9, Council shall not contract out the work covered by this agreement for a period of three years from the date of registration of the Agreement.



## 8 Scope of Work

- 8.1 The employees will be required to perform scheduled and response cleaning, including manual and mechanical sweeping, footpath flushing, power scrubbing, bus shelter cleaning, street furniture cleaning, graffiti removal and special event cleaning.
- 8.2 The employees will be responsible for the cleaning of streets and footpaths to

ensure that they are maintained in a clean and tidy state in line with the performance levels outlined in this specification.

8.3 Cleaning includes sweeping and cleaning, either mechanical or manual, to remove all litter, cigarette butts, dirt, foreign matter, animal droppings, dead animals, and other material from the surface of roadways, footpaths, bus shelters etc.

8.4 Areas to be cleaned include:

- \* Sealed roads
- \* Footpaths
- \* Public areas (i.e. areas of paved public or Council land such as "Post Office Lane")
- \* Laneways and Roads
- \* Kerb and Guttering
- \* Traffic Islands
- \* Bus Shelters
- \* Street furniture including seats and bollards
- \* Public Car parks



8.5 The employees shall comply with all reasonable directions given by the Supervisor. The Supervisor may direct the employees where the work is to be carried out and the manner in which it is to be carried out.

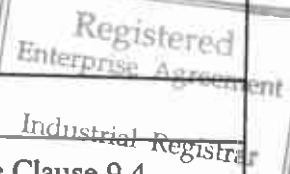
**9 Key Performance Indicators (KPI's)**

9.1 The performance assessments will be calculated based on a random selection of streets at varying times and applying the levels below. Performance is to be measured at least weekly.

<b>LEVELS OF SERVICE</b>	
Level	Assessment
5	No litter, natural litter or cigarette butts in section. No graffiti or posters adorning public areas.
4	No litter, natural litter, posters or graffiti. Minimal number of cigarette butts.
3	Minimal litter and cigarette butts, no posters or graffiti.
2	Minimal litter and cigarette butts or posters or graffiti
1	Litter, cigarette butts, posters or graffiti over a wide section of area.

**Summary of the required Levels of Service to be achieved.**  
This table is to be read in conjunction with the clauses following:

Location	At 7.00am each morning	Immediately following cleaning	At all times
CBD Footpaths	4	4	3
CBD Roadways	4	4	2
Village Roadways	2	4	2
Village Footpaths	2	3	2
All Areas outside CBD (Footpaths)	2	3	2
All Areas outside CBD (Roadways)	2	4	2
Car parks	2	4	2
Bus Shelters	See Clause 9.4	See Clause 9.4	See Clause 9.4
Street Furniture	See Clause 9.5	See Clause 9.5	See Clause 9.5



## 9.2 Footpaths

Footpaths in the Central Business District are to be swept either manually or mechanically each day to achieve a performance standard of Level 4 at 7.00am each morning. At all other times a minimum of Level 3 must be maintained.

Flushing of CBD footpath pavers is to take place at least one morning per week to remove built up refuse material not removed by sweeping. This refuse material may include substances such as spilt milk, ice cream, drinks, foodstuffs, vomit etc. Localised areas of unsightly waste and spills should be flushed prior to 7.00am each morning.

Brick and clay pavers in the CBD (footpath and parking bays) are to be scrubbed at least once per year. This "Paver Scrubbing" shall use either a pressure washer or mechanical scrubber to clean paving with detergent and remove ingrained dirt, grease, oil etc.

The extent of CBD Footpaths and Block Paving is shown in Map 1.

Footpaths in all other areas of town not covered above (ie residential, commercial, industrial etc) are to be maintained at a minimum Level of 2. At least once every 6 months these footpaths are to be cleaned to service level 3.

Footpaths in the village area are to be maintained at a minimum of Level 2 at all times.

## 9.3 Roads ways



Mechanically or manually sweeping of the Central Business District roadways and parking lanes shall occur at least once per week.

Roadways and parking lanes in the CBD are to be maintained to a performance standard of Level 4 at 7.00am each morning. Should this level of service not be achieved on a regular basis, the Supervisor may direct mechanical sweeping of Roadways to occur at more regular intervals.

Pavers located in parking bays are to be scrubbed at least once per year as detailed in clause 9.2.

All other urban areas including industrial areas, village areas, residential areas, commercial areas etc. outside the CBD are to be maintained at service Level 2 and have their streets and kerbs progressively cleaned on a 4 monthly cycle. Immediately following cleaning, the roadway and gutter areas are to be at service Level 4 and have no litter, leaves, vegetable matter, build up of aggregate or dirt or any other substance.

All roundabouts shown on Map 1 are to be swept at least once per 14 days. Following sweeping the roadway and gutter areas are to be at service Level 4 and have no litter, leaves, vegetable matter, build up of aggregate or dirt or any other substance.

The area designated as the CBD in terms of this contract shall be bounded in gray on Map 1.

During the autumn leaf fall Council engages a contractor to remove the build up of leaves. The duration of the leaf removal work is approximately 2 months and covers the streets shown in red on Map 3. Leaves falling outside this 2 month period are to be removed by the employees before the average depth of leaves reaches top kerb height.

#### 9.4 Bus Shelters

Bus shelters in the CBD are to be cleaned daily to achieve a performance standard of Level 4 at 7.00am each morning. Bus shelter seats and windows are to be free of all foreign material such as liquids, and the like at 7.00am each morning. At all other times a minimum of Level 3 must be maintained.

Bus Shelters outside the CBD are to be checked at least once per week and cleaned as necessary or upon request. Cleaning is to include all parts of the shelter including seats and windows.

The cleaning of Bus Shelters includes the removal of graffiti. Map 2 and Map 4 show the current location of bus shelters in the Council area. From time to time the location and number of bus shelters may change.

#### 9.5 Street Furniture

Street furniture in the CBD including seats and Council's Heritage signs are to be



inspected on a daily basis and cleaned as necessary to ensure that they are in a clean and useable state.

Seats outside the CBD are to be inspected at least once per week and cleaned upon request or as necessary to ensure that they are in a clean and useable state.

Street ashtrays are to be emptied on a regular basis and kept in a clean and tidy state.

The cleaning of street furniture includes the removal of graffiti.

Map 2 and Map 4 show the current location of seats in the Council area. From time to time the location and number of seats may change.

#### 9.6 Car parks

Council owned or managed Car parks are to be mechanically or hand swept on at least a three (3) weekly basis to service Level 4. Car parks are to be maintained at service Level 2.

Map 1 shows Council owned or managed Car parks.

#### 9.7 Other Works

The Supervisor may require the employees to undertake additional cleaning work not specified above.

#### 9.8 List of Attachments

##### Map 1

Details curfew area, CBD streets, Parking Areas, Roundabouts, Paving and CBD Footpaths.

##### Map 2

Details seats and bus shelters in the City area.

##### Map 3

Details areas where autumn leaf fall is collected.

##### Map 4

Details seats and bus shelters in the village areas.

## 10 Classification Structure and Rates of Pay



10.1 Street Sweepers shall be paid at the rate of \$630.70 per week made up as follows:

Base Rate	\$550.50 per week
Penalty Rate	57.90 per week
Disability Allowance	22.30 per week
	<hr/>
	\$630.70 per week

10.2 The Leading Hand Street Sweeper shall be paid at the rate of \$653.80 per week made up as follows:-

Base Rate	\$571.70 per week
Penalty Rate	60.10 per week
Disability Allowance	22.30 per week
	<hr/>
	\$653.80 per week



10.3 The base rates of pay and payment in lieu of penalty rates specified in clauses 10.1 and 10.2 incorporate a 8% increase reflecting improved work practices, changes in working hours and flexible work arrangements and hours of work.

10.4 Employees who are required to relieve as a street sweeper or leading hand street sweeper shall be paid the appropriate rate specified in clause 10.1 or 10.2.

## 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 which affect the workplace and employees.



### 13 **Hours of Work**

13.1 The ordinary hours of work shall be 38 hours per week worked between Monday and Sunday inclusive.

13.2 The ordinary hours shall include 6 hours on Saturday and 6 hours on Sunday.

13.3 Work shall commence at 4.00am each day. Council shall have the right to vary this starting time by 2 hours earlier or later to suit work demands.

13.4 Work shall be rostered to provide at least 6 days off over a 3 week period and one Saturday and Sunday off over the 3 week period.

### 14 **Overtime**

#### 14.1 **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

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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 which affect the workplace and employees.

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### 13 Hours of Work

- 13.1 The ordinary hours of work shall be 38 hours per week, 8 hours per day, worked between Monday and Sunday inclusive.
- 13.2 The ordinary hours shall be worked over a 19 day 4 week period.
- 13.3 Work shall commence at 4.00am each day. Council shall have the right to vary this starting time by 2 hours earlier or later to suit work demands.

### 14 Overtime

#### 14.1 General

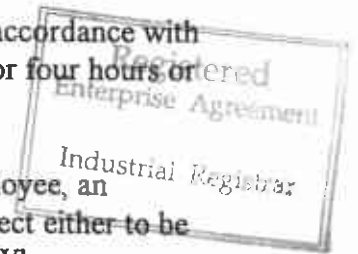
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- (v) An employee (other than a casual) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that he or she has not had at least ten (10) consecutive hours off duty between 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 shall then 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.



#### 14.2 Call Back

- (i) For the purposes of this Agreement, an employee shall be deemed 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 four (4) hours work at the appropriate 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.

#### 14.3 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 \$6.60.
- (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 \$6.60. Thereafter, a further meal allowance of \$6.60 shall be paid after each

subsequent four hours worked.

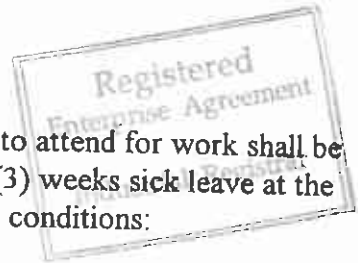
- (iii) An employee who works on a day other than an ordinary working day shall be paid a meal allowance of \$6.60 after each four hours overtime worked.

## 15 Public Holidays

- 15.1 The days on which holidays shall be observed are as follows: New Years' Day, Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day and all locally proclaimed holidays within the council's area, and all special days proclaimed as holidays to be observed throughout the whole State of NSW.
- 15.2 Union Picnic Day shall for the purposes of this Agreement, be regarded as a holiday. The Picnic Day shall be on such day as is agreed between council and the union(s).
- 15.3 (a) Where any of the holidays prescribed by this Agreement fall on a day ordinarily worked by the employee, the employee shall not have a reduction in ordinary pay.
- (b) Except as otherwise provided, where an employee is required to work on a holiday as prescribed by this Agreement, the employee shall be paid at double time and a half inclusive of payment for the day with a minimum payment of four hours worked.
- (c) Employees who are required to work on Good Friday or Christmas Day shall be paid at triple time inclusive of payment for the day with a minimum payment of four hours worked.
- (d) Where an employee is required to work ordinary hours on a holiday as prescribed by this Agreement, the council and the employee may agree that the employee be paid time and a half for the hours worked on a holiday and in addition, grant a day off in lieu to be paid at ordinary time for each holiday worked. Such leave shall be taken at a mutually convenient time.
- (e) 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 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 which may be taken at such time as is mutually agreed to between the council and the employee.

## 16 Leave Provisions

### 16.1 Sick Leave



- (I) Employees who are unable, due to sickness, to attend for work shall be entitled during each year of service to three (3) weeks sick leave at 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) Accumulated sick leave shall be transferable on change of employment from council to council within New South Wales up to 13 weeks, provided that an employee shall only be entitled to transfer sick leave accumulated since the employee's last anniversary date on a pro-rata basis.
- Such accumulated sick leave shall only be transferable if the period of cessation of service with the council and appointment to the service of another council does not exceed three months.
- The sick leave entitlement transferred shall not exceed the maximum amount transferable as prescribed by the appropriate award at the time of transfer.
- (vii) 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.

## 16.2 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 16.1 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



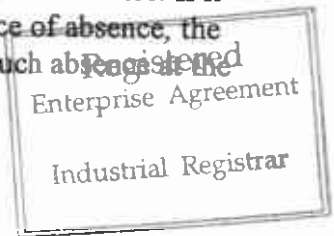
- (2) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband and wife of that person on a bona fide domestic basis although not legally married to that person; or
- (3) a child or an adult 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

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 14.1 (vi) of this Agreement for the purpose of providing care and support for a person in accordance with subclause (iii) above.

- (vi) 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) 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 16.3 (Annual Leave)



and 16.6 (Leave Without Pay) of this Agreement.

### 16.3 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 sub-clause (ii) of this clause, 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 and including 4 weeks



Provided that:

(1) Where an employee has accrued more annual leave than the period of the annual close down, the balance of such leave shall be taken in accordance with subclause (i) of this clause.

(2) 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 part of the close-down.

(3) 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 before the entitlement becomes due, such annual leave shall be repaid by a deduction from the employee's termination pay.

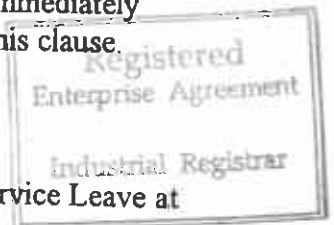
(4) In the event that leave without pay is directed to be taken, such leave shall be regarded as service for the purpose of the accrual of long service leave, sick leave and annual leave.

- (iii) The council shall pay each employee before the commencement of the employee's annual leave.
- (iv) On resignation or termination of employment, the 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 payment under this clause.



16.4 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 that 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 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 are 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 16 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.

#### 16.5 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:

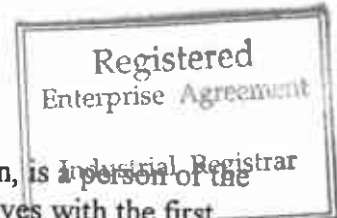
1. "relative" means a person related by blood, marriage or affinity;
2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
3. "household" means a family group living in the same domestic dwelling.

(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 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 paid leave of absence for the

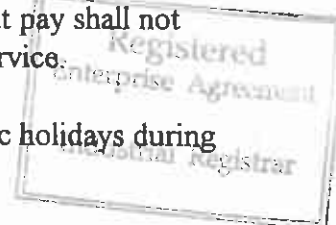


duration of the conference; provided that should there be more than one accredited delegate from Council, such leave with pay is at the discretion of Council.

#### 16.6 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 employee's continuity of service.

(ii) An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.



### 17 Part-Time Employment

17.1 A part-time employee shall mean an employee who is engaged on the basis of a regular number of hours which are less than the full-time ordinary hours in accordance with Clause 13, Hours of Work, of this Agreement.

17.2 Council and employee shall agree that the work shall be performed on a part-time basis.

17.3 Prior to commencing part-time work the council and the employee shall agree upon the conditions under which the work is to be performed including:

(a) The hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work.

(b) The nature of the work to be performed.

(c) The rate of pay as paid in accordance with this Agreement.

17.4 The conditions may also stipulate the period of part-time employment.

17.5 The conditions may be varied by consent.

17.6 The conditions or any variation to them must be in writing and retained by the council. A copy of the conditions and any variations to them must be provided to the employee by the council.

17.7 (a) Where it is proposed to alter a full-time position to become a part-time position such proposal shall be referred to the consultative committee for information.

(b) In such cases council and the employee shall agree upon the conditions, if



any, of return to full-time work.

- 17.8 A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works outside the spread of hours in Clause 13, Hours of Work of this Agreement, the provisions of Clause 14, Overtime, shall apply.
- 17.9 Part-time employees shall receive all conditions prescribed by this Agreement on a pro-rata basis of the regular hours worked. An adjustment to the accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- 17.10 Where a public holiday falls on a day where a part-time employee would have regularly worked the employee shall be paid for the hours normally worked on that day.
- 17.11 A change to full-time employment from part-time employment or to part-time employment from full-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.

## **18 Casual Employment**

- 18.1 A casual employee shall mean an employee engaged on a day to day basis.
- 18.2 A casual employee shall be paid the hourly rate for ordinary hours worked in accordance with Clause 13, Hours of Work.
- 18.3 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 13, Hours of Work.
- 18.4 In addition to the amounts prescribed in the subclause (ii) of this clause, 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 this Agreement.
- 18.5 A casual employee shall not replace an employee of council on a permanent basis.

## **19 Job Share Employment**

- 19.1 Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one position.
- 19.2 (a) Job sharing shall be entered into by agreement between the council and the



employees concerned.

(b) Such agreement shall be referred to the consultative committee for information.

19.3 Council and the job sharers shall agree on the allocation of work between job sharers.

19.4 (a) The ordinary hours of work of the position shall be fixed in accordance with Clause 13, Hours of Work, of this Agreement.

(b) The job sharers in conjunction with council shall agree on the hours to be worked. Such agreement shall specify the regular number of ordinary hours to be worked by each job sharer.

19.5 (a) In the absence of a job sharer the remaining job sharer(s) may be required by council to relieve the absent job sharer provided the remaining job sharer(s) are reasonably available.

(b) In such cases the relieving job sharer(s) shall be paid their ordinary rate of pay for the time relieving.

19.6 A job sharer may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in Clause 13, Hours of Work of this Agreement, the provisions of Clause 14, Overtime, shall apply.

19.7 Council must establish appropriate communication mechanisms between the job sharers to facilitate the handing over of tasks from one job sharer to another.

19.8 (a) Job sharers shall have access to all provisions of this Agreement including training and development.

(b) Job sharers shall receive pro-rata pay and conditions in proportion to the ordinary hours worked by each job sharer.

(c) An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.

(d) A change to job sharing from full-time to part-time employment or from job sharing to full-time or part-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.

19.9 In the event of a job sharer vacating the position council shall review the

position and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.

19.10 The terms of a job share arrangement or any variation to it must be in writing. A copy of the arrangement and any variation to it must be provided to the job sharer(s) by the Council.

## **20 Consultative Committee**

Council shall maintain a consultative committee consistent with the provisions of the Local Government (State) Award.

## **21 Appointment and Promotion**

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

## **22 Training and Development**

### **22.1 Training Plan**

(I) Council shall develop a training plan and budget 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 the National Local Government Competency Standards.

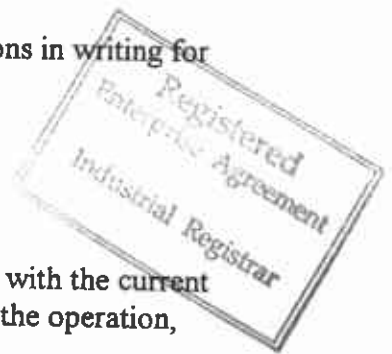
(iv) The training plan, shall provide for the assessment and recognition of an employee's current competencies where possible.

(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.

22.2 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.

22.4 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.

## **23 Use of Skills**

23.1 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.

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

23.3 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.

## **24 Disputes and Grievance Procedures**

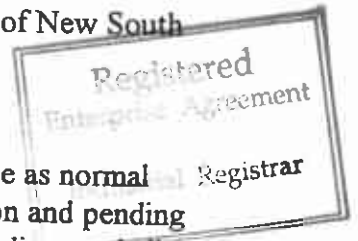
24.1 The parties are strongly committed to consultation and joint problem solving.

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

24.3 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.

24.4 **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.

- 24.5 **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.
- 24.6 **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.
- 24.7 **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.
- 24.8 **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
- 24.9 **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.



**25 Disciplinary Procedures**

25.1 **Employee's Rights**

Notwithstanding the procedures below, an employee shall:

- (i) Have access to their personal files and may take notes and/or obtain copies of the contents of the file.
- (ii) Be entitled to sight, note and/or respond to any information placed on their personal file which may be regarded as adverse.
- (iii) Be entitled to make application to delete or amend any disciplinary or other record mentioned on their personal file which the employee believes is incorrect, out-of-date, incomplete or misleading.
- (iv) Be entitled to request the presence of a union representative and/or the involvement of their union at any stage.

- (v) Be entitled to make application for accrued leave for whole or part of any suspension during the investigation process.

## 25.2 Employer's Rights and Obligations

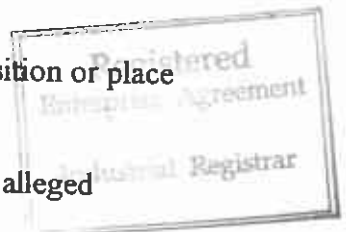
Notwithstanding the procedures contained below, Council shall:

- (i) Be entitled to suspend an employee with or without pay during the investigation process provided that:
  - (a) If, after investigation, the reasons for the suspension are found to be inappropriate, the employee shall not suffer any loss of pay for the period under suspension.
  - (b) The suspension shall not affect the employee's continuity of service for the purposes of accruing leave entitlements.
  - (c) Council shall not unreasonably refuse an application for paid leave under this provision.
  - (d) By agreement an employee may be transferred to another position or place of work.
- (ii) Properly conduct and speedily conclude an investigation into the alleged unsatisfactory work performance or conduct.
- (iii) Be entitled to take other disciplinary action before and/or during the procedures in cases of misconduct or where the employee's conduct warrants such action.
- (iv) In appropriate circumstances be entitled to terminate an employee's services in accordance with Clause 27, Termination of Employment, of this Agreement.

## 25.3 Procedures

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



- (ii) Where there is re-occurrence of unsatisfactory work 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.

- (iii) If the employee's unsatisfactory work 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.
- (iv) If the employee's work performance or conduct does not improve after the final warning further disciplinary action may be taken.

#### 25.4 Penalties

After complying with the requirements above, council may:

- (i) Demote the employee to a lower paid position, provided that the employee shall not suffer a reduction in the rate of pay for 2 weeks from the date of the demotion.
- (ii) Suspend an employee without pay from work for a specified period of time.
- (iii) Terminate the employment of the employee.



## 26. Occupational Health and Safety

### 26.1 Objective

Council shall provide a safe place of work and work practices in accordance with the provisions of the Occupational Health and Safety Act.

### 26.2 Accommodation and Shelter

Council shall make appropriate provisions for employees with regard to accommodation and shelter and satisfy the provisions of the Occupational Health and Safety Act and Regulations.

### 26.3 Specific Provisions

- (i) Council shall supply employees with protective clothing and equipment suitable to the nature of the work performed and the work environment and that shall satisfy the relevant legislation.
- (ii) Vehicles and plant shall be of high visibility and fitted with a flashing light or a light visible from all points around the vehicle.
- (iii) Where any acidic or caustic products are used by employees, adequate facilities shall be provided to enable them to wash any affected area and an adequate quantity of burns cream shall be provided.
- (iv) Employees shall be supplied with sufficient cool water containers to ensure that adequate clean, cool drinking water is available throughout the day.



## 27. Termination of Employment

- 27.1 An employee shall give to Council two (2) weeks notice of their intention to terminate their employment. If no such notice is provided, Council shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under this Agreement.
- 27.2 Council and an employee may agree to a shorter period of notice for the purpose of this subclause, in special circumstances.
- 27.3 Council shall give to an employee a period of notice of termination in accordance with the scales set out in subclauses 27.4 and 27.5 or by payment in lieu thereof.
- 27.4 If the employee is 45 years of age or less -



EMPLOYEE'S PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
Less than 3 years	At least 2 weeks notice
3 years and less than 5 years	At least 3 weeks notice
5 years and beyond	At least 4 weeks notice

27.5 If the employee is over 45 years of age -

EMPLOYEE'S PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
Less than 2 years	At least 2 weeks notice
2 years and less than 3 years	At least 3 weeks notice
3 years and less than 5 years	At least 4 weeks notice
5 years and beyond	At least 5 weeks notice



27.6 The provisions of this clause shall be read subject to the provisions of Clause 28, Redeployment and Redundancy of this Agreement.

## 28 Redeployment and Redundancy

### 28.1 General

- (i) A redundancy situation occurs not on account of any personal act or default of the employee or on any consideration peculiar to the employee, but because Council no longer requires the job performed by the employee to be continued by an employee of Council.
- (ii) Employee entitlements in the case of redeployment and redundancy will be provided wholly by the provisions of this clause.

### 28.2 Redundancy

No forced redundancies will occur for a period of three years from the date of registration of the Agreement except where an employee refuses an offer of redeployment considered appropriate by the Council, or where there is no meaningful and appropriate employment for the employees affected by the change.

### 28.3 Voluntary Redundancy

Council may in the term of this Agreement invite applications from employees

which to avail themselves of a voluntary redundancy scheme.

The conditions of such scheme shall be determined by negotiation and agreement between Council and the Union.

#### 28.4 Redeployment

- (i) To prevent unnecessary loss of expertise, Council will explore redeployment options for persons in a redundancy situation who have declined an offer of voluntary redundancy and genuinely wish alternative employment within Council. In all instances, full consultation will be maintained with all affected parties.
- (ii) The parties recognise that redeployment opportunities, in some circumstances, will be limited by Council's capacity to provide meaningful and appropriate employment to employees affected by organisational change.
- (iii) Where an employee accepts redeployment he/she shall receive salary maintenance to their substantive classification for a period of one (1) year.

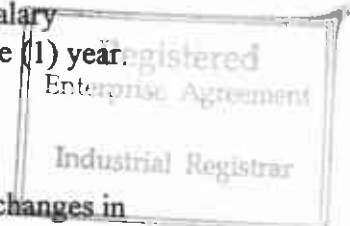
#### 28.5 Council's Duty to Notify

- (i) Where Council has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and the unions to which they belong.
- (ii) "Significant effects" include termination of employment, major changes in the composition, operation or size of 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.

Provided that where this Agreement makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

#### 28.6 Council's Duty to Discuss Change

- (i) Council shall discuss with the employees affected and the unions to which they belong, inter alia, the introduction of the changes referred to in sub-clauses 28.5(i) and (ii) of this clause effects the changes are likely to have on employees and measures to avert or mitigate the adverse changes on employees and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (ii) The discussion shall commence as early as practicable after a definite decision



has been made by Council to make the changes referred to in sub-clause 28.5(i) and (ii) of this clause.

- (iii) For the purposes of the discussion, Council shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees.

#### 28.7 Discussion Before Termination

- (i) Where Council has made a definite decision that Council no longer wishes the job the employee has been doing done by anyone pursuant to subclauses 28.5(i) and (ii) of this clause and that decision may lead to the termination of employment, the employer shall hold discussions with the employee directly affected and with the union to which they belong.

- (ii) The discussion shall take place as soon as it is practicable after Council has made a definite decision which will invoke the provision of paragraph (i) of this subclause and shall cover, inter alia, any reasons for the proposed termination, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employees concerned.

- (iii) For the purposes of the discussion, Council shall as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employees likely to be affected and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that the employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

#### 28.8 Notice to CES

Where a decision has been made to terminate employees, Council shall notify the Commonwealth Employment Service as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

#### 28.9 Notice of Termination

- (i) Four weeks notice to terminate or pay in lieu thereof shall be given except in cases where the employee is 45 years of age or over with 5 years service, where 5 weeks notice shall be given.
- (ii) Where an employee is to be terminated because of the introduction of

technology he/she shall be entitled to the following:

- (a) Three (3) months notice of termination or
- (b) Payment in lieu of the notice in paragraph (i) above. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (c) Notice or payment of notice under this paragraph shall be deemed to be service with Council for the purposes of calculating leave entitlements under this Agreement.



**28.10 Severance Pay**

- (i) This subclause shall apply where an employee is terminated on the ground of redundancy. Council shall be exempt from the operation of this subclause where the employee concerned has been offered, but has refused to accept, an alternative position within Council's organisation structure, of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.
- (ii) In addition to any required period of notice, and subject to subclause (v) of this clause, the employee shall be entitled to the following;

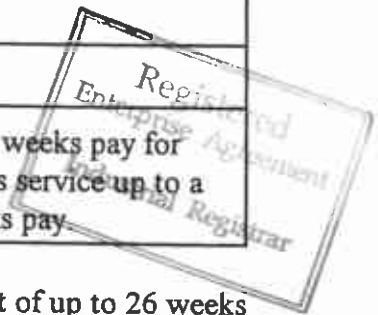
\*if the employee is less than 45 years of age

<b>COMPLETED YEARS OF SERVICE WITH COUNCIL</b>	<b>ENTITLEMENT</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	7 weeks pay
3 years and less than 4 years	10 weeks pay
4 years and less than 5 years	12 weeks pay
5 years and less than 6 years	14 weeks pay
6 years and less than 7 years	16 weeks pay and 2 weeks pay for each additional years service up to a maximum of 10 weeks pay.

Employees aged less than 45 years shall receive an entitlement of up to 26 weeks pay in accordance with the above table.

**IF THE EMPLOYEE IS 45 YEARS OF AGE AND OVER**

<b>COMPLETED YEARS OF SERVICE WITH COUNCIL</b>	<b>ENTITLEMENT</b>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	8.75 weeks pay
3 years and less than 4 years	12.5 weeks pay
4 years and less than 5 years	15 weeks pay
5 years and less than 6 years	17.5 weeks pay
6 years and beyond	20 weeks pay and 2 weeks pay for each additional years service up to a maximum of 6 weeks pay.



Employees aged 45 years or over shall receive an entitlement of up to 26 weeks pay in accordance with the above table.

- 28.11 An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as they had remained in Council's employment until the expiry of the notice period.
- 28.12 During a period of notice of termination given by Council, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by Council the employee shall provide proof of attendance at an interview.
- 28.13 If the employee agrees to be redeployed by Council into a lower paid position, the employee's existing salary and conditions shall be maintained for a period equivalent to the amount of notice and redundancy pay that the employee would be entitled to under this Agreement. Provided that should the employee resign during the period of salary maintenance, as provided for by this subclause, the balance of any notice and redundancy pay that the employee would have been entitled to for the remainder of the period of salary maintenance shall be paid on termination.
- 28.14 Council shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- 28.15 Council shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.

28.16 In the event Council determines that a position is redundant and redeployment procedures have been exhausted.

28.17 Subject to an application by Council and further order of the Industrial Relations Commission of NSW, Council where practicable shall first offer such redundancy on a voluntary basis.

**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 signing.



SIGNED on behalf of }  
ORANGE CITY }  
COUNCIL }  
in the presence of }

*[Handwritten Signature]*  
-----  
General Manager

*[Handwritten Signature]*  
-----  
Witness

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

  
Pursuant to the Industrial Relations Act 1996 (NSW)  
*[Handwritten Signature]*  
-----  
Seal  
General Secretary  
*[Handwritten Signature]*  
-----  
Witness








31/3/98

# ATTACHMENTS

Registered  
Enterprise Agreement  
Industrial Registrar

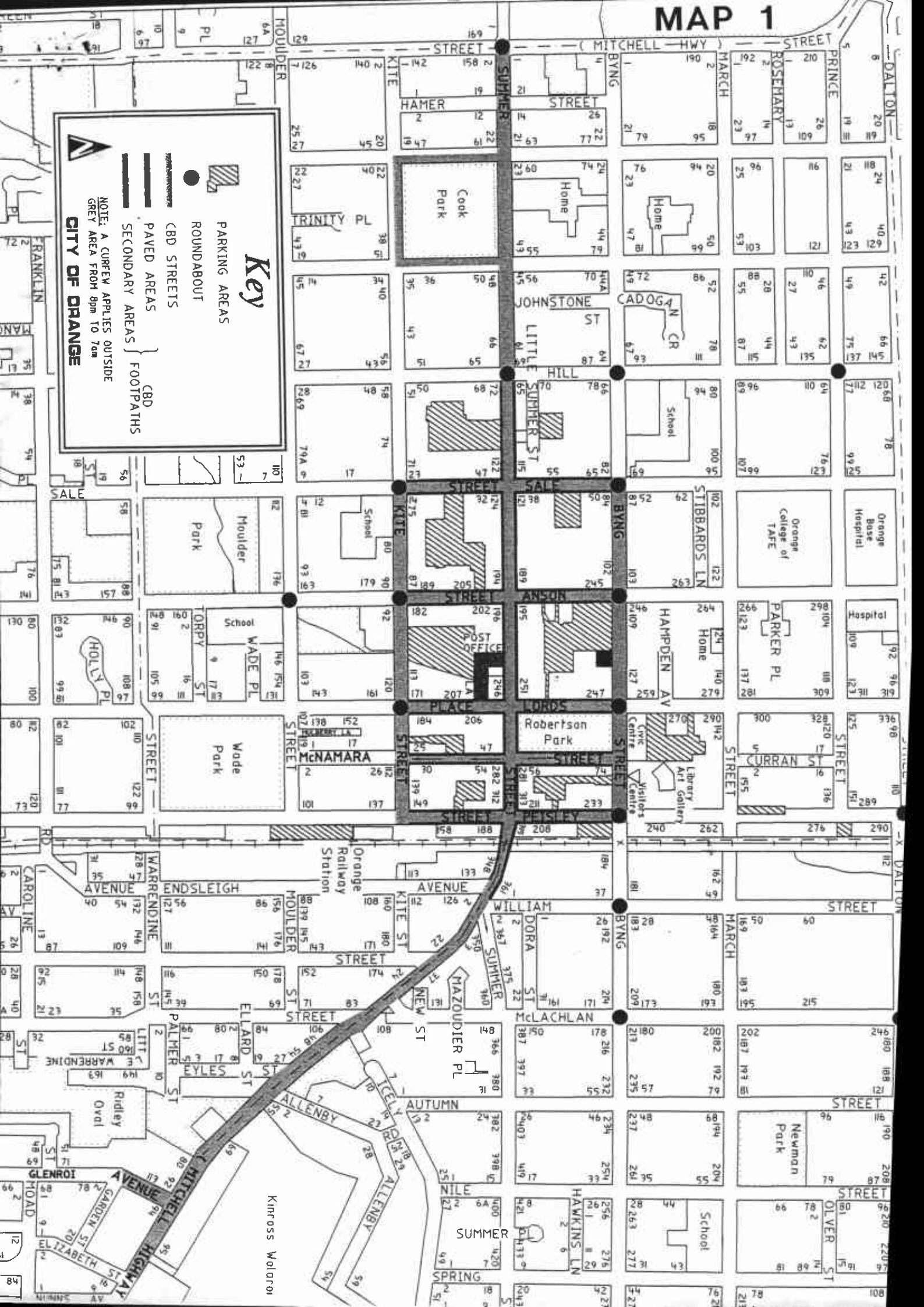
# MAP 1

**Key**

-  PARKING AREAS
-  ROUNDABOUT
-  CBD STREETS
-  PAVED AREAS
-  SECONDARY AREAS
-  FOOTPATHS
-  CBD

NOTE: A CURFEW APPLIES OUTSIDE GREY AREA FROM 8pm TO 7am

**CITY OF ORANGE**



Kinross Molaro