

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/93

TITLE: **Randwick City Council Senior Officers Enterprise Agreement
99/6359**

I.R.C. NO: 99/6359

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**COVERAGE/DESCRIPTION OF
EMPLOYEES:** Applies to Senior officers of Randwick City Council

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

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Randwick City Council
Senior Officers
Enterprise Agreement

1998

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ANNEXURES

1	Job Evaluation Manual
2	Guidelines on Performance Development

1. Title and Intention of the Parties

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 Randwick City Council Senior Officers Enterprise Agreement and shall provide the basis for determining the salaries and conditions of employment of the senior officers as specified by this Agreement employed by Randwick City Council.

2. The Parties

The Parties to this Agreement are Randwick City Council (herein after referred to as Council), the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division, The Local Government Engineers' Association of New South Wales and the Environmental Health and Building Surveyors' Association of New South Wales.

3. Duress

This Agreement has been entered into without duress by any party

4. Duration

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

5. Definitions

Award: Shall mean the Local Government (State) Award 1997, and any Award which succeeds this Award, which prior to the making of this Agreement provided the minimum salary and conditions for Senior Officers of Council. Clauses in this Agreement, which are consistent with the Award, shall remain consistent with any future amendments to the Award.

Council: Shall mean the Randwick City Council.

Council Policy: Shall mean policy adopted by MANEX of Council in consultation with the affected Senior Officers.

Employee: Shall mean, for the purpose of determining eligibility to the benefits of this Agreement, an employee whose position within Council attracts a work value of in excess of 675 work value points using Council's Job Evaluation System.

Unions: Shall mean the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division, The Local Government Engineers' Association of New South Wales and the Environmental Health and Building Surveyors' Association of New South Wales.

Salary: Shall mean remuneration for the employee's position as established through the process of Job Evaluation and the identification of essential skills at entry level as outlined in the position descriptions. Salary shall not include superannuation payments.

Salary System: Shall determine the salary range for each Senior Officer and the method of receiving increases above the minimum of the range relevant for the Grade of the position.

6. Salaries

6.1 Salary System

- (i) Employees shall be paid in accordance with the salary range for the Grade into which Council's Job Evaluation System, as attached in Annexure 1, places their position.
- (ii) Placement of an employee within the salary range, established for the Grade, shall be based on the experience and depth of knowledge an individual brings to a position and the objective existence of a market premium should that be relevant to the position.
- (iii) Progression through the salary range established for the Grade shall be based on a performance score in excess of 60 in Council's Performance Development System, which shall be established through a process of annual salary review as detailed in the Guidelines on Performance Development, as attached in Annexure 2. Steps of progression within the salary range for the Grade shall be equivalent to 25% of the range for the Grade.
- (iv) The implementation of the salary system and other features of this Agreement shall not affect the operation of Council Policy and its application to Senior Officers.

6.2 Annual Salaries

Senior Officers of Council shall be paid an annual salary in the range detailed below based on the work value and Grade of the position they hold.

SENIOR OFFICER GRADE	WORK VALUE POINT RANGE	SALARY RANGE PER ANNUM	SALARY RANGE PER ANNUM As at 24/10/98	SALARY RANGE PER ANNUM As at 24/10/99
Grade 22	826 - 875	\$85,000 - \$95,000	\$87,763 - \$98,086	\$90,615 - \$101,274
Grade 21	776 - 825	\$80,000 - \$90,000	\$82,600 - \$92,925	\$85,285 - \$95,945
Grade 20	726 - 775	\$75,000 - \$85,000	\$77,438 - \$87,763	\$79,955 - \$90,615
Grade 19	676 - 725	\$70,000 - \$80,000	\$72,275 - \$82,600	\$74,624 - \$85,285

The annual salaries detailed above equate to the weekly salaries detailed in the table below.

SENIOR OFFICER GRADE	WORK VALUE POINT RANGE	SALARY RANGE PER WEEK	SALARY RANGE PER WEEK As at 24/10/98	SALARY RANGE PER WEEK As at 24/10/99
Grade 22	826 - 875	\$1,628 - \$1,820	\$1,681 - \$1,879	\$1,736 - \$1,940
Grade 21	776 - 825	\$1,533 - \$1,724	\$1,582 - \$1,780	\$1,634 - \$1,838
Grade 20	726 - 775	\$1,437 - \$1,628	\$1,483 - \$1,628	\$1,532 - \$1,736
Grade 19	676 - 725	\$1,341 - \$1,533	\$1,385 - \$1,582	\$1,430 - \$1,634

6.3 Superannuation

Senior Officers shall be entitled to an employer contribution of 10% of their salary into a superannuation scheme of their choice. The level of employer contribution shall be made regardless of the superannuation scheme of which the employee is a member. Contributions in excess of this amount may be made by the employee by salary sacrifice. Salary sacrifice, made in order to increase the level of superannuation contribution, shall not reduce the salary below the rate which applies to Level 4 of the Professional / Specialist Band of the Award. The level of superannuation contributions made by Council, on behalf of the employee, shall be increased consistent with movements in occupational superannuation determined by the Commission for Insurance and Superannuation.

6.4 Motor Vehicles

Senior Officers shall be entitled to the private use of a Council supplied motor vehicle based on the payment of a lease back payment consistent with Council's Motor Vehicle Policy as varied from time to time. The level of lease back payments shall be fixed for the duration of the Agreement at a level consistent with the table below.

VEHICLE LEVEL	SEDAN	STATION WAGGON
Holden Commodore Executive, or equivalent.	\$72.45	\$83.71
Holden Berlina, or equivalent.	\$94.39	\$116.78

If the method of calculation varies from Council's current policy the employee parties to this Agreement will not be disadvantaged.

7. Payment of Employees

- 7.1 Council shall pay employees employed pursuant to this Agreement by the fortnight. Any other period shall be by agreement between Council and the employees affected.
- 7.2 Council shall pay by direct credit to the employee's nominated account. Council shall meet all charges ancillary to such payment.
- 7.3 Council shall fix a regular day for the payment of employees. Council may alter the pay day if there is prior agreement with employees affected.
- 7.4 Employees shall not suffer any reduction in their salary where they are prevented from attending work due to natural disasters, man made disasters, or other climatic circumstances beyond their control.
- 7.5 Council shall be entitled to deduct from the employee's salary such amounts as the employee authorises in writing.

8. Expenses

8.1 Telephone

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

8.2 Expenses

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

8.3 Car Allowance

Where by agreement an employee supplies a car for use on Council business the allowance to be made for the use and depreciation of such vehicle shall be:-

Piston Engine Capacity	Rate Per Kilometre (Cents)
Up to 2.5 litres	46
2.5 litres and over	54

9. Use of Skills

9.1 An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.

The skills paid for shall not be limited to those prescribed by the job description and may, where appropriate, include skills possessed by the individual employee such as the use of a community language or first aid, which are required by council to be used as an adjunct to the employee's normal duties.

Employees who are required by council to use such additional skill(s) in the performance of their duties shall have the use of those skill(s) considered in the evaluation of the position provided that:

- (a) the employee shall be accredited as appropriate;
- (b) prepared to be identified in the council as possessing additional skill(s);
- (c) available to use the additional skill(s) as required by council;
- (d) recognised by council as a regular user of the additional skill(s) as an adjunct to their normal duties.

Provided further that council shall establish a minimum level of usage of additional skill(s) for this subclause to apply.

9.2 The parties are committed to improving skill levels and removing impediments to multiskilling and broadening the range of tasks that the employee may be required to perform.

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- 9.3 Council may direct the employee to carry out such duties that are within the limits of the employee's skill, competence and training.
- 9.4 An employee required to relieve in a position which is at a higher Grade within the salary system shall be paid for that relief. The rate to be paid shall be determined by considering the skills / experience applied by the employee relieving in the position but shall be at least the minimum rate for that position in accordance with the salary system except where the higher level skills have been taken into account within the salary of the relieving employee.
- 9.5 Payment for use of skills relieving in a higher paid position shall be made for the time actually spent relieving in the higher position.

10. Hours of Work

- 10.1 The ordinary hours of work shall be thirty (35) per week and shall be worked in a manner to ensure the requirements of the position are effectively met.
- 10.2 A flexible approach shall be adopted by management and senior officers in relation to working hours and arrangements and the focus of such flexibility shall be on ensuring that customers, whether they be internal or external, are provided with a superior level of service.
- 10.3 The commencing and finishing times of employees currently in operation may be altered by agreement between the Director and the Senior Officer.
- 10.4 Any agreement to alter the spread of hours as provided for in this subclause must be genuine with no compulsion to agree.
- 10.5 Time-off-in-lieu shall operate in a flexible manner to ensure a balance is achieved in the operation of working hours between the hours of work required to effectively undertake the requirements of the position and needs of the individual.
- 10.6 Where the Director/Manager requires a senior officer to attend a meeting, or other work requirement, outside the spread of ordinary hours, the time required at such meeting, or to perform the specified duties, shall be accumulated as time-off-in-lieu. Time-off-in-lieu may be accumulated by a senior officer up to a maximum of five (5) days at any one time. Time-off-in-lieu shall be taken at a time which mutually convenient to the Director/Manager and the senior officer.

11. Public Holidays

11.1 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, and all special days proclaimed as holidays to be observed throughout the whole of the State of NSW.

11.2 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 unions.

Production of the butt of the picnic ticket issued to the employee may be required by Council for the payment of the day to be made.

11.3 (i) 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 salary.

(ii) Where an employee is required to work ordinary hours on a holiday as prescribed by this Agreement, Council and the employee may agree that the employee be paid for the hours worked on the 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.

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12. Leave Provisions

12.1 Sick Leave

12.1.1 Employees who are unable, due to sickness, to attend for work shall be entitled during each year of service to sick leave of three weeks 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.

12.1.2 Proof of illness shall include certification from a qualified medical/health practitioner, registered with the appropriate government authority.

12.1.3 Council may require employees to attend a doctor nominated by Council at Council's cost.

12.1.4 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.

12.1.5 Where an employee has had 10 years' service with Council and the sick leave entitlement as prescribed has been exhausted, Council shall grant such additional paid leave as, in its opinion, the circumstances warrant.

12.1.6 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.

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12.1.7 Senior Officers employed by Council prior to 14 February 1988 shall be entitled to accumulated untaken sick leave on the basis as detailed in the table below.

PAYMENT OF ACCUMULATED UNTAKEN SICK LEAVE			
REASON FOR TERMINATION	EMPLOYMENT COMMENCED PRIOR TO 1 JANUARY 1974	EMPLOYMENT COMMENCED BETWEEN 1 JANUARY 1974 AND 1 AUGUST 1981	EMPLOYMENT COMMENCED BETWEEN 1 AUGUST 1981 AND 14 FEBRUARY 1988
Resignation	Total Untaken Sick Leave accrued to 14 February 1993.	Nil	Nil
Retirement	Total Untaken Sick Leave accrued to 14 February 1993.	Total Untaken Sick Leave accrued to 14 February 1993.	260 days or Total Untaken Sick Leave accrued to 14 February 1993 (whichever is the lesser).
Ill Health	Total Untaken Sick Leave accrued to 14 February 1993.	Total Untaken Sick Leave accrued to 14 February 1993.	260 days or Total Untaken Sick Leave accrued to 14 February 1993 (whichever is the lesser).
Redundancy	Total Untaken Sick Leave accrued to 14 February 1993.	Total Untaken Sick Leave accrued to 14 February 1993.	260 days or Total Untaken Sick Leave accrued to 14 February 1993 (whichever is the lesser).
Death	Total Untaken Sick Leave accrued to 14 February 1993.	Total Untaken Sick Leave accrued to 14 February 1993.	260 days or Total Untaken Sick Leave accrued to 14 February 1993 (whichever is the lesser).
Council Decision - Any reason except misconduct.	Total Untaken Sick Leave accrued to 14 February 1993.	Total Untaken Sick Leave accrued to 14 February 1993.	260 days or Total Untaken Sick Leave accrued to 14 February 1993 (whichever is the lesser).
Misconduct	Nil	Nil	Nil

12.2 Carer's Leave

12.2.1 Use of sick leave: an employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 12.2.3 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 12.1, Sick Leave 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.

12.2.2 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.

12.2.3 The entitlement to use sick leave in accordance with this subclause 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 defacto spouse who, in relation to the person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - 3) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster or step sibling) 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.

12.2.4 An employee shall, wherever practicable, give 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.

12.2.5 Time off in Lieu of Payment for Overtime: An employee may, with the consent of Council, elect to take time off in lieu accumulated in accordance with the provisions of this Agreement for the purpose of providing care and support for a person in accordance with subclause 12.2.3.

12.2.6 Makeup: An employee may elect, with the consent of Council, to work "make-up time", under which the employee takes time off during ordinary hours and works those hours at a later time, within the spread of ordinary hours provided in the contract, at the ordinary rate of pay for the purpose of providing care and support for a person in accordance with subclause 12.2.3.

12.2.7 Annual Leave and Leave Without Pay: An employee may elect, with the consent of Council, to take annual leave or leave without pay for the purpose of providing care and support for a person in accordance with subclause 12.2.3. Such leave shall be taken in accordance with subclause 12.3, Annual Leave of this Agreement.

12.3 Annual Leave

12.3.1 Annual leave of absence consisting of 23 days at the ordinary rate of pay, exclusive of public holidays observed on working days shall be granted to an employee, for each 12 months service and, except as provided for in 12.3.2, shall be taken on its due date or as soon as is mutually convenient thereafter to Council and the employee.

12.3.2 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 23 days, or other period by agreement.

Provided that:

- (1) Where an employee has accrued more annual leave than the period of close down, the balance of such leave shall be taken in accordance with subclause 12.3.1.
- (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 or 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 employment 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.

12.3.3 Council shall pay each employee before the commencement of the employee's annual leave.

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

Provided that the employee shall not receive payment for more than twenty-three (23) days annual leave for any period of twelve months.

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

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12.4 Long Service Leave

12.4.1 (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 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.

12.4.2 (a) Long service leave shall be taken at a time mutually convenient to Council and employee in minimum periods of one week 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.

12.4.3 (a) For the purpose of calculating long service leave entitlement in accordance with subclause (i) of this clause all prior continuous service with any other council within New South Wales shall be deemed to be service with the council by which the employee is currently employed.

(b) Continuity of service shall be deemed not to have been broken by transfer or change of employment from one Council to another provided the period between cessation of service with one Council and appointment to the service of another Council does not exceed three months and such period is covered by accrued annual and long service leave standing to the credit of the employee at the time of the transfer, provided further that the employee concerned does not engage in work of any kind during the period of paid leave between the cessation of service with one Council and appointment to the service of another Council.

12.4.4 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.

(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 the council from which such employee was transferred.

(c) Service shall mean all service with a council irrespective of the classification under which the employee was employed.

12.4.5 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.

12.4.6 When an employee transfers from one Council to another, the former Council shall pay to the newly employing Council the monetary equivalent of all long service leave accruing to the employee at the time of transfer. However, an employee who at the time of transfer has completed at least ten years continuous service may elect to be paid the monetary equivalent of the entitlement.

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



A statement showing all prior continuous service with the 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 the Council's Long Service Leave Record.

- 12.4.7 A Council which has received under subclause 12.4.6 a monetary equivalent on long service leave entitlement to cover an employee's period of service with a previously employing council(s) shall if the employee subsequently leaves the service of that employing Council to seek employment outside New South Wales Local Government before a long service leave entitlement has become due, refund to such previously employing Council(s) the amount paid.
- 12.4.8 Long service leave shall be exclusive of annual leave and any other holidays as prescribed by Clause 10 of this Agreement, occurring during the taking of any period of long service leave.
- 12.4.9 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.
- 12.4.10 Where an employees service is terminated 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.

12.5 Other Paid Leave

12.5.1 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.

12.5.2 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.

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

- (a) a spouse or de facto spouse of the employee, or
- (b) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including foster, step parents and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee, or
- (c) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fides domestic basis; or
- (d) 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.

12.5.3 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 the Trade Union Training Australia Inc, shall be entitled to paid leave of absence to attend such course; provided that Council shall 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.

12.5.4 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 per union from Council, such leave with pay is at the discretion of Council.

12.6 Leave Without Pay

12.6.1 Periods of leave without pay, 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.

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

13. Job Share Employment

- 13.1 Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one position.
- 13.2 (a) Job sharing shall be entered into by agreement between Council and the employees concerned.
- (b) Such agreement shall be referred to the consultative committee for information.
- 13.3 Council and the job sharers shall agree on the allocation of work between job sharers.
- 13.4 (a) The ordinary hours of work of the position shall be fixed in accordance with Clause 10, 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.
- 13.5 (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.
- 13.6 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 10, Hours of Work of this Agreement, the provisions of that clause shall apply.
- 13.7 Council must establish appropriate communication mechanisms between the job sharers to facilitate the handing over of tasks from one job sharer to another.
- 13.8 (a) Job sharers shall have access to all provisions of this Agreement including training and development.
- (b) Job sharers shall receive pro-rata pay on 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 or 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.

13.9 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.

13.10 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 Council.

14. Training and Development

14.1 The parties to this Agreement recognise that increasing the efficiency and productivity of Council's operations and services requires a greater commitment to education, training and skill maintenance, development and enhancement. All employees shall have reasonable and equitable access to training.

Accordingly the parties commit themselves to:

(a) developing a more highly skilled and flexible workforce;

(b) providing employees with career opportunities through appropriate education and training to acquire additional skills; and

(c) removing barriers to the utilisation of skills acquired in accordance with Council's training plans.

14.2 Career Path Development

(a) Career structures shall:

1. Provide for the development of new skills through education and on and off-the-job training.

2. Provide for mobility through and across the Grades of the Agreement.

(b) Employees shall be given equal access and reasonable opportunities to progress through a career structure by participation in council's training plan.

14.3 Training Plan and Budget

(a) Council shall develop a training plan and budget consistent with:

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1. The current and future skill requirements of Council.
 2. The size, structure and nature of the operations of Council.
 3. The need to develop vocational skills relevant to Council and the Local Government industry.

(b) In developing the training plan, the Council shall have regard to corporate, departmental and individual training needs.

(c) The training plan shall be designed in consultation with the consultative committee.

(d) The training plan shall, where appropriate, provide for training that is consistent with the National Local Government Competency Standards.

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

(f) 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.

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

(a) Council shall grant the employee paid leave to attend course requirements including examinations where the training is undertaken during ordinary working hours;

(b) 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;

(c) Council shall pay course fees at the commencement of each stage but shall not pay course fees if the employee is repeating;

(d) Council shall either provide transport or pay reasonable travelling expenses to enable employees to attend course requirements; and

(e) reasonable travel arrangements shall be agreed.

(f) where an employee is required to complete major assignment(s) Council and the employee shall agree upon appropriate flexible work and study arrangements as are practicable.

14.5 Council may grant an employee undertaking a course consistent with Council's training plan, although not at Council's requirement, leave with pay or leave without pay to attend course requirements provided that the employee gives reasonable notice of such requirements. Where the employee is not granted such leave 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.

14.6 Development of a Competency Based Training System.

(a) The parties to the award are committed to the development of a competency based system of vocational education and training for Local Government. Such a system involves the delivery, assessment and certification of training being related to the identification and demonstrated attainment of the knowledge, skills and their application required for effective performance in work at the required level, as defined in industry endorsed competency standards.

(b) The parties shall continue to participate in the development of a competency based training system to ensure that the following are achieved:

(1) that competency standards developed provide the specification of the knowledge and skill and the application of that knowledge and skill to the standards of performance required in employment;

(2) that competency standards are reviewed in a systematic manner to ensure that they remain relevant to the actual needs of the industry;

(3) that accredited courses and training programs deliver the required competencies and to ensure that assessment processes measure an employee's competency against prescribed standards of performance. These processes involve recognition of prior learning and assessment mechanisms.

(4) that certification provides employees with formal recognition of the competencies they have achieved and demonstrated.

15. Consultative Committee

Council has established a Consultative Committee pursuant to the provisions of the Award and consultation in respect to the operation of this Agreement shall occur through this forum.

16. Appointment and Promotion

16.1 When it is proposed to make an appointment or promotion to a new or vacant position within the organisation structure of Council, the position must be advertised in a manner sufficient to enable suitably qualified persons to apply for the position.

This subclause applies to the appointment of any employee where the term or terms of employment are for more than 12 months in any period of 2 years.

16.2 When the decision is being made to appoint a person to a position:

(a) only a person who has applied for an appointment to the position may be selected; and

(b) from among the applicants eligible for appointment, the applicant who has the greatest merit is to be selected.

16.3 The merit of the persons eligible for appointment to a position is to be determined according to:

(a) the nature of the duties of the position; and

(b) the abilities, qualifications, experience and standard of work performance of those persons relevant to those duties.

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

16.5 Subclauses 16.1, 16.2 and 16.3 do not apply to any appointment which is made by way of demotion or lateral transfer unless Council decides that those subclauses are to apply to the appointment.

16.6 If a position within the organisation structure of Council is vacant or the holder of such a position is sick or absent, Council may appoint a person to the position temporarily. A person appointed to a position temporarily shall not continue in that position for a period of more than 12 months.

17. Performance Development

Council shall introduce a Performance Development System consistent with the Guidelines as adopted and varied from time to time. The Performance Development System shall provide the basis for determining an employee's entitlement to progression through the salary range for the Grade of the position.

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Industrial Registrar
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18. Grievance and Dispute Procedures

18.1 At any stage of the procedure, the employee(s) may be represented by their union or its local representative and Council by the Association.

18.2 A grievance or dispute shall be dealt with as follows:

- (i) The employee(s) shall notify the supervisor of any grievance or dispute and the remedy sought, in writing.
- (ii) A meeting shall be held between the employee(s) and the supervisor to discuss the grievance – or dispute and the remedy sought within two working days of notification.
- (iii) If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties shall be held as soon as practicable.
- (iv) If the matter remains unresolved the General Manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.
- (v) Where the matter remains unresolved, it may be referred to the employee(s) union or representative and by the General Manager, or other authorised officer, to the Association for further discussion between the parties.

18.3 The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.

18.4 During this procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal.

19. Disciplinary Procedures

19.1 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 that 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 that the employee believes is incorrect, out-of-date, incomplete or misleading.

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- (iv) Be entitled to request the presence of a union representative and / or the involvement of the unions at any stage.
 - (v) Be entitled to make application for accrued leave for whole or part of any suspension during the investigation process.

19.2 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 effect 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 terminate an employee's services in accordance with Clause 21 - Termination of Employment of this Agreement.
- (iv) Be entitled to request the presence of a union representative at any stage.

19.3 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 and 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.

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- (ii) Where there is re-occurrence of the unsatisfactory work performance or conduct, the employee shall be warned formally in writing by the appropriate officer of Council and counseled.

Counseling 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 counseling. 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 counseling, 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 shall be taken.

19.4 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.

20. Occupational Health and Safety

- 20.1 Council shall provide a safe place of work and work practices in accordance with the provisions of the Occupational Health and Safety Act.
- 20.2 Managers have a particular responsibility, as reinforced through the position descriptions for their positions, to ensure that a safe and healthy work environment is provided to the employees who report to them. Council has a responsibility to provide senior officers with appropriate, timely and adequate training and resources in relation to providing a safe and healthy work environment.

21. Termination of Employment

21.1 An employee shall give to Council 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.

21.2 Council and an employee may agree to a shorter period of notice for the purpose of this subclause, in special circumstances.

21.3 – Council shall give to an employee a period of notice of termination in accordance with the scales set out in subclauses 21.4 and 21.5 or by payment in lieu thereof.

21.4 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

21.5 If the employee is over 45 years of age -

EMPLOYEE'S PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
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

21.6 The provisions of this clause shall be read subject to the provisions of Clause 22. Workplace Change and Redundancy of this Agreement.

21.7 The provisions of this clause shall not preclude Council from entering into a fixed term contract of employment with a Senior Officer where the nature of the position warrants such an approach.



22. Workplace Change and Redundancy

22.1 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.

- (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.

22.2 Council's Duty to Discuss Change

- (i) Council shall discuss with the employees affected and the unions, inter alia, the introduction of the changes referred to in sub-clauses 22.1(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 unions in relation to the changes and may reconsider its original decision.

- (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 22.1(i) and (ii) of this clause.

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

22.3 Discussion Before Termination

- (i) Where Council has made a definite decision Council no longer wishes the job the employee has been doing done by anyone pursuant to subclause 22.1(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 effected 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 terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned.
- (iii) For the purposes of the discussion, Council shall, as soon as practicable, provide to the employees concerned and the unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employees likely to be effected and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that Council shall not be required to disclose confidential information the disclosure of which would adversely affect Council.

22.4 Notice to Employment National

Where a decision has been made to terminate employees, Council shall notify Employment National 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.

22.5 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.

22.6 Severance Pay

- (i) This subclause shall apply where an employee is terminated due to 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 22.5, the employee shall be entitled to the following;

IF THE EMPLOYEE IS LESS THAN 45 YEARS OF AGE

COMPLETED YEARS OF SERVICE WITH COUNCIL	ENTITLEMENT
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	16 weeks pay
6 years and less than 7 years	20 weeks pay
7 years and beyond	An additional 2 weeks per year of service.

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

COMPLETED YEARS OF SERVICE WITH COUNCIL	ENTITLEMENT
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 less than 7 years	20 weeks pay
7 years and beyond	An additional 2 weeks per year of service.

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

- 22.7 An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they had remained in Council's employment until the expiry of the notice period.
- 22.8 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.



- 22.9 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.
- 22.10 Council shall, upon receipt of a request from an employee 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.
- 22.11 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.
- 22.12 In the event that Council determines that a position is redundant, Council where practicable, shall firstly offer such redundancy on a voluntary basis.
- 22.13 Subject to an application by Council and further order of the Industrial Relations Commission of New South Wales, Council may pay a lesser amount of severance pay than that contained in 22.5 above if Council obtains acceptable alternative employment for an employee.
- 22.14 Nothing in this clause shall restrict an employee with ten years service or more and Council from agreeing to further severance payments.

23. Competitive Tendering

Competitive tendering is the calling of tenders by Council for the provision of service(s) that are currently being performed by Council employees where council's in-house service unit submits a bid as well as external contractors. Council then makes its decision based on the tender bids about who will provide the service.

- 23.1 Prior to making a decision to competitively tender a service, Council shall notify and consult with the relevant union(s) which have members likely to be effected by the decision.
- 23.2 (a) Where Council makes a definite decision to competitively tender a service Council shall notify the employees who may be affected by the proposed tender of such services and the union(s) to which they belong.
- (b) Council shall discuss the competitive tendering process with the affected employee(s) and union(s) and give prompt consideration to matters raised by employee(s) and the union(s) to which they belong.

(c) Discussions between Council and the affected employee(s) and relevant union(s) shall commence as early as practicable after a definite decision has been made to competitively tender a service.

(d) For the purposes of the discussion Council shall provide to the employee(s) and the union(s) to which they belong, all relevant information about the tendering process including the nature of the service to be tendered, the proposed timetable for the tender of the service, the expected effects upon employee(s), a process for the formulation of an in-house bid and any other matters likely to affect the employee(s).

23.3 Where a contract is won by an in-house bid, an agreement stating the duration and other relevant terms shall be entered into.

24. Industry Award Restructuring Committee

24.1 The Industry Award Restructuring Committee (IARC) is established to facilitate a co-operative approach to industry restructuring and negotiation.

24.2 The Committee shall be comprised of the following representatives:

Two representatives from each of the Local Government and Shires Associations of New South Wales

One representative from the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division

One representative from the Environmental Health and Building Surveyors' Association of New South Wales

One representative from the Australian Services Union of New South Wales

One representative from the Local Government Engineers' Association of New South Wales

24.3 The purpose of IARC is to assist Council implement the provisions of the Agreement and / or to provide a forum for the discussion of issues that are of industry wide significance.

24.4 The committee will resolve problems and disputes which have been unable to be resolved at Council level.

24.5 It is open to employees through their unions and Council through it's Association to raise issues with the committee.

24.6 A dispute may be referred to the Industrial Relations Commission of New South Wales in accordance with Grievance and Dispute Procedure of this Agreement regardless of whether the matter is eligible for discussion before IARC.

25. Leave Reserved

Leave is reserved for the parties to the Agreement to consider the relevance of a community language allowance for Senior Officers.

26. Renegotiation of the Agreement

The parties to this Agreement shall meet to renegotiate the provisions contained herein six (6) 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.

SIGNED on behalf of)
RANDWICK CITY)
COUNCIL)
in the presence of)


General Manager

.....
Witness

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


General Secretary

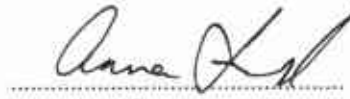

Witness

SIGNED on behalf of the)
ENVIRONMENTAL HEALTH AND)
BUILDING SURVEYORS' ASSOCIATION)
OF NEW SOUTH WALES)
in the presence of)


Secretary


Witness

SIGNED on behalf of THE)
LOCAL GOVERNMENT ENGINEERS')
ASSOCIATION OF NEW SOUTH WALES)
in the presence of)


Secretary


Witness